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IN THE

Supreme Court of the United States

OCTOBER TERM, 1965

No. 862

ANNA KNOLL AND ROSE KELLER, *Petitioners*

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBIL OIL COMPANY

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

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Statement of Petitioner Knoll

In order to meet my deadline I decided to prepare this petition with the assistance of petitioner Rose Keller, as I'm employed on a full time basis and didn't have enough time to keep searching for a lawyer that will handle this complex inheritance case.

This petition is based on the research I conducted on my parents estate during the past eight years while I was trying to get my inheritance of which I am being deprived <u>without due process of law</u>.

I have not been successful in getting my inheritance in spite of the many trips I made to Kansas since I received the first notice of a hearing on my parents estate in the fall of 1957.

Since Rose Keller and I filed this appeal in the Tenth Circuit, we have had to spend a considerable amount of time on three related litigations in which Socony Mobil named Rose Keller and me as defendants because we are trying to get our inheritance. Socony Mobil is purchasing the oil being produced from our deceased parents farm on the basis of Alex Knoll's "Color of title."

Petitioner Anna Knoll

Statement of Petitioner Keller

I have spent a lot of money and made many trips to Kansas trying to get my inheritance since I received the first notice of a hearing on my parents estate eight years ago, but I still don't have my inheritance.

Even though I went to Kansas for the hearing in November 1957 I was not even told that a Decree of Descent was issued on the day of the hearing. I got a copy of the Decree of Descent in May 1958 when I made a special trip to Hill City, Kansas and saw a lawyer I had not consulted in November 1957 when I was at Hill City for the hearing on my mother's estate. I got a certificate of title when I made another special trip to Hill City, Kansas in November 1958. Even though I saw other lawyers in Kansas thereafter and even though a lawsuit was purported to have been filed in my behalf in 1959 in the United States District Court for the District of Kansas I still did not get my inheritance.

I have been paying oil and gas taxes in Graham County, Kansas since 1959 on royalty interest that Socony Mobil has been holding in suspense pending the settlement of my mother's estate.

I have not been given any consideration whatsoever even though I have a hearing handicap and am a natural heir of P.A. Knoll and Rose Knoll. All evidence in my favor has been suppressed.

Petitioner Rose Keller

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ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBIL OIL COMPANY

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

Anna Knoll and Rose Keller, petitioners, pray that a writ of certiorari be issued to review the judgment entered in this cause on August 23, 1965 by the United States Court of Appeals for the Tenth Circuit affirming the dismissal action of the United States District Court for the District of Kansas for a want of federal jurisdiction.

OPINIONS AND OTHER RELATED DOCUMENTS BELOW

Decree of Descent on Rose Knoll estate[1] issued by the Probate Court of Graham County, Kansas on November 15, 1957 (Appendix 1, page 1a); Certificate of Title dated November 24, 1958 for Anna Knoll (Appendix 2, page 4a); Certificate of Title dated November 24, 1958 for Rose Keller (Appendix 3, page 5a); Order of Dismissal of the United States District Court for the District of Kansas dated August 31, 1959 (Appendix 4, pages 6a-7a); Memorandum of Opinion of the United States District Court for the District of Kansas, dated December 10, 1964 (Appendix 5, pages 7a-26a); Judgment filed in the United States District Court for the District of Kansas on December 14, 1964 (Appendix 6, page 27a); the per curiam opinion of the United States Court of Appeals for the Tenth Circuit, 350 F. 2d 407 (1965) (Appendix 7, pages 28a-29a).

JURISDICTION

The United States Court of Appeals for the Tenth Circuit affirmed for lack of jurisdiction the dismissal action by the United States District Court for the District of Kansas on August 23, 1965. A petition for rehearing was filed by petitioners on September 10, 1965 and was denied on September 22, 1965.

On October 7, 1965 an order was entered denying petitioners' motion for stay of mandate.

The jurisdiction of this Court is invoked under 28 U.S.C. Sec. 1254.

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[1] Petitioners write their mother's first name *Rose* as it appears on their baptismal certificates, not *Rosa* as it appears on many of the probate court records of Graham County, Kansas.

QUESTIONS PRESENTED

1. The question of the denial of due process of law to petitioners down through the years when the estates of their parents, P. A. Knoll and Rose Knoll, were probated in Graham County, Kansas.

2. The question of Casey Jones' *negligence* in leasing for oil and gas purposes in the early 1950's the Rose Knoll estate on the basis of Alex Knoll's "color of title", and the question of setting aside Alex Knoll's *invalid* deeds and Alex Knoll's *improper* royalty conveyances.

3. The question of Socony Mobil Oil Company's *negligence* in purchasing since November 1957, the oil produced from the Rose Knoll estate on the basis of interests that are inconsistent with a Decree of Descent issued by the Probate Court of Graham County, Kansas, and thereby depriving petitioners of their rightful share of royalty interest since 1957.

4. The question of the existence of federal jurisdiction and the denial of due process to petitioners in a 1959 litigation entitled *Rose Keller, Anna Knoll, and Margaret Sluga* v. *Alex Knoll* in civil action No. W-1811 which was filed in the U. S. District Court for the District of Kansas on the basis of diversity of citizenship. Petitioners did *not* get proper legal counsel in case No. W-1811.

5. The question of whether or not the Order of Dismissal of August 31, 1959 of the aforementioned case No. W-1811 (Appendix 4, pages 6a-7a) could be carried into effect and royalty interest could properly be released by Socony Mobil, in that petitioners Anna Knoll and Rose Keller *timely* notified the concerned parties they would *not* sign three orders sent to them during the latter part of 1959 because these orders are in conflict with their inheritance interests in the aforementioned 1957 Decree of Descent (Appendix 1, pages 1a-3a).

6. The question of Socony Mobil Oil Company's negligence in releasing royalty interest to the other Knoll heirs and holding royalty interests for petitioners in suspense on the basis of Alex Knoll's "color of title."

7. The question of the taxes petitioners have been paying in Graham County, Kansas since 1959 on royalty interests being withheld by Socony Mobil Oil Company, pending settlement of petitioners' inheritance interests in accordance with the 1957 Decree of Descent.

8. The question of the existence of federal jurisdiction to reopen and modify or set aside the Order of Dismissal dated August 31, 1959 of the aforementioned case No. W-1811 that is in conflict with the aforementioned Decree of Descent issued by the Probate Court of Graham County, Kansas on November 15, 1957 and petitioners' certificates of title (Appendix 2, page 4a and Appendix 3, page 5a).

9. The question of the existence of federal jurisdiction under the Fourteenth Amendment and/or on the basis of diversity of citizenship.

CONSTITIONAL PROVISIONS INVOLVED

Section 1 of the Fourteenth Amendment of the Constitution which is applicable in this case provides as follows:

> All persons born or naturalied in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty or property without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

STATEMENT

This application for writ of certiorari arises out of the steps that have been taken down through the years to negate petitioners' efforts to get the inheritance interests in *fee simple* that petitioners acquired in their parents 320-acre farm in Graham County, Kansas at the death of their mother on December 13, 1941. This occurred over a long period of time during *three* probate court proceedings in Graham County, Kansas and in five litigations in the United States District Court for the District of Kansas. These five litigations are entitled *Rose Keller, Anna Knoll and Margaret Sluga* v. *Alex Knoll,* civil action No. W-1811; *Anna Knoll and Rose Keller* v. *Alex Knoll et al.,* civil action No. W-3239; and *Socony Mobil Oil Co.* v. *Anna Knoll et al.,* civil action Nos. W-3361, W-3362, and W-3363.

Petitioners filed this action, which is civil action No. W-3239, in the United States District Court for the District of Kansas in July 1964 to get relief from civil action No. W-1811, which was purported to have been filed in their behalf, but which was *not* filed in their behalf in that it prevented them from getting their inheritance interests rather than helped them get their inheritance interests. The three litigations numbered W-3361, W-3362, and W-3363, now pending in the United States District Court for the District of Kansas, were brought in the early part of 1965 by Socony Mobil Oil Company because petitioners want to have their inheritance interests including their rightful share of royalty interest from the oil that is being produced from their parents' estate.

Since petitioners are not lawyers they are using exhibits to relate the manner in which they have been deprived of their inheritance without due process of law down through the years.

1. Petitioners Were Denied Due Process When Their Father's Estate Was Probated

Petitioners were denied *due process* when their father's estate was probated before their mother's death and again after her death in that they did not receive any notices of any hearings on their father's estate, and consequently petitioners did not know what this was all about when they received the *first* notice of a hearing on their parents estate in the fall of 1957 when their mother's estate was probated. A copy of this notice of hearing is reproduced in Appendix 8 on page 30a.

Since petitioners were *not* sent any notices of any hearings on their father's estate and since petitioners were far away from home when their father's estate was probated they did not know that their mother was declared *sole* beneficiary in July 1938 until they began to do some research on their parents estate in recent years.

Petitioners got such late notification of their mother's illness that they could not get to her bedside before she passed away on December 13, 1941, and consequently petitioners did not have the opportunity to ask her about the affairs of her estate before her death. As a consequence, petitioners did not know what this was all about when they were told on the day of their mother's funeral, at an unannounced meeting, that their mother had left nothing but debts, that she had left no will, and that the estate should be left intact so that the estate could be used to pay off their parents *enormous* debts.

Since petitioners lived far away from their parents home after their parents deaths and since the other Knoll heirs used their parents intact estate for their unjust enrichment, petitioners could not find out what transpired on their parents estate until they did a lot of research after they received the *first* notice of a hearing on their parents estate in the fall of 1957. Petitioners began their research

on the basis of what was said at the 1957 hearing and the correspondence that was written to them after this 1957 hearing on their mother's estate. Petitioners received a number of letters after the 1957 hearing about the deed that was purported to have been given to Adolph Knoll, who was supposed to have been Alex Knoll's predecessor in title. Letters written by Joe Knoll, Wendelin Knoll, and others contained statements of various types about petitioners' parents estate that petitioners used to check other aspects of their parents estate.

Petitioners note from the records on their father's estate and petitioner Anna Knoll's correspondence of September 30, 1960 from the Department of Revenue, Topeka, Kansas that their father's estate was probated shortly after his death and that a finding to the effect that he left his entire estate to their mother was issued on July 8, 1938. The Order of the Inheritance Tax Commission of the State of Kansas reflecting this finding is reproduced as Appendix 9 on pages 31a-32a and the aforementioned September 30, 1960 letter of the Department of Revenue to Anna Knoll as Appendix 10 on pages 33a-34a.

The content of the two aforementioned exhibits is consistent with the statement Alex Knoll made in the 1941 affidavit (Appendix 11 on pages 34a-35a) to the effect that all their father's debts were paid; however, the content of these two documents is not consistent with Alex Knoll's statement in this 1941 affidavit to the effect that no probate proceedings were had for the reason that none were necessary.

Petitioners also noted from their father's probate court records that their mother was purported to have been the executrix of their father's estate and to have prepared certain reports on their father's estate in this capacity. Petitioners know that their mother could *not* prepare reports for the probate court records even with instructions

since she could *not* speak, read, or write the English language and did not have any business experience. For this reason petitioners know that their mother did not know about or did not know why claims were filed against their father's estate such as a 1938 claim that didn't even show the amount claimed nor the reason for the claim. A copy of the aforementioned 1938 claim is reproduced in Appendix 12, page 37a.

Petitioners noted from letters that they received from Joe Knoll and Wendelin Knoll in December 1957 that Adolph Knoll was supposed to have given Joe Knoll a Power of Attorney to handle their parents estate after their mother's death while Adolph Knoll was in military service. In checking this matter with the Register of Deeds at Hill City, Kansas, petitioner Anna Knoll learned that a power of attorney from Adolph Knoll to Joe Knoll dated September 24, 1942 had been filed with the Register of Deeds in June 1944. This power of attorney states in effect that Adolph Knoll was fee-title owner of their parents half section of real estate. Since petitioners had not conveyed their inheritance interests to Adolph Knoll this was *not* a valid power of attorney. See copy of Power of Attorney in Appendix 13, pages 39a-41a.

Petitioners also noted from the probate court records that on Nov. 11, 1944 Joe Knoll was by the Probate Court of Graham County, Kansas appointed administrator of the P. A. Knoll estate. This was done *without* the knowledge of petitioners several months after petitioner Anna Knoll went into military service. This was nearly seven years after their father's death, nearly three years after their mother's death and nearly six years after their mother had been declared *sole* beneficiary of their father's estate. *See copy of Notice of Appointment, Administrator C.T.A.* in Appendix 14 on page 42a.

Petitioners also noted from the probate court records that Joe Knoll filed a petition on the P. A. Knoll estate,

without the knowledge of petitioners. This petition, which was filed in the early part of 1947, was purported to be in settlement of the P. A. Knoll estate, which had already been the Rose Knoll estate for nearly six years since she passed away on Dec. 13, 1941. *See copy of Notice of Final Settlement* in Appendix 15, on page 43a.

2. Casey Jones Was Negligent in Leasing the Rose Knoll Estate and Socony Mobil Was Negligent in Purchasing Oil Produced From the Rose Knoll Estate on the Basis of Alex Knoll's "Color of Title"

Casey Jones of Hill City, Kansas was *negligent* in leasing for oil and gas purposes in the early 1950's from Alex Knoll and his wife Josephine Knoll the Rose Knoll estate on the basis of Alex Knoll's "color of title."

Casey Jones leased this acreage from Alex Knoll after the P. A. Knoll estate had been probated two times *without* the knowledge of petitioners and after Alex Knoll's "color of title", based on two deeds from Adolph Knoll and Adolph Knoll's wife, Stephanie Knoll, were on record. Copies of Adolph Knoll's deeds to Alex Knoll, which comprised Alex Knoll's "color of title" are reproduced in Appendix 16 on pages 44a-45a and Appendix 17 on pages 46a-48a.

Alex Knoll and Casey Jones both knew that Alex Knoll could *not* make valid oil leases in the early 1950's on the Rose Knoll estate in that petitioners Anna Knoll and Rose Keller have an undivided one-ninth inheritance interest in fee simple therein, effective as of the date of the death of their mother on Dec. 13, 1941. Alex Knoll and Casey Jones knew that they were making these oil leases at their own risk as they knew that they could *not* treat this acreage as if it belonged to Alex Knoll. Casey Jones could easily determine this because he lives near the Knoll estate and has been well acquainted with the Knoll family,

he knew the history of the Knoll estate, and he is an attorney.

Socony Mobil is not an innocent purchaser of the oil produced from the Knoll estate in that Socony Mobil could easily have determined from the records when it began purchasing same in November 1957 that Alex Knoll did not have a clear title.

3. Petitioners Were Denied Due Process When Their Mother's Estate Was Probated in November 1957 and a Decree of Descent Was Issued

Casey Jones, who represented Alex Knoll when the Rose Knoll estate was probated in the fall of 1957, leased her estate for oil and gas purposes on the basis of Alex Knoll's "color of title."

The Rose Knoll estate was *not* probated until nearly sixteen years after her death when Socony Mobil began to purchase the oil produced on her estate on the basis of Alex Knoll's "color of title", and after the other seven Knoll heirs had gradually absorbed most of her personal property they said they would leave intact on the day of their mother's funeral.

The notice of hearing, which was sent to petitioners by Casey Jones during the latter part of October 1957 when oil was discovered on the Rose Knoll estate, did *not* constitute due and sufficient notice in that it was nothing but a newspaper clipping, and in that it did not give petitioners any idea what this hearing on their mother's estate was all about. Petitioners could not determine on the basis of this notice of hearing on what basis Alex Knoll claimed to be the owner of their mother's estate. No letter of explanation accompanied this newspaper clipping which was placed in an envelope and sent to petitioners as ordinary mail by Casey Jones.

This 1957 newspaper clipping was the *first* notice petitioners *ever* got of a hearing to settle the affairs of their parents estate, and consequently petitioners did not realize until long thereafter that many hearings had been held on their parents estate *without* petitioners' knowledge. A copy of this 1957 notice of hearing is reproduced in Appendix 8, page 30a.

Even though petitioners appeared for the 1957 hearing and consulted Hill City, Kansas lawyers all kinds of obstacles were put in their way to keep the 1957 Decree of Descent from going into effect and thereby depriving petitioners of their undivided one-ninth inheritance interests in *fee simple* in the E½ of Section 10, Township 10 South, Range 25 West, of Graham County, Kansas.

The lawyer that petitioners consulted at Hill City, Kansas did not even take petitioners to the courthouse for the hearing. Nevertheless, a Decree of Descent was issued on the day of the hearing but petitioners did not know about this until about six months later. Even though this Decree of Descent showed that each of the petitioners inherited an undivided one-ninth of their mother's personal and real property the lawyer they consulted did not tell them that a Decree of Descent was issued nor were they provided with a copy of the Decree of Descent.

Much of the discussion on the day of the hearing between Alex Knoll and petitioners and their sisters, Mary Bittel and Margaret Sluga, took place in the office of the lawyer that petitioners consulted. This discussion related to the 1942 deed of Alex Knoll's purported predecessor in title that petitioners never heard about until this notice of a hearing on their mother's estate was sent to them about fifteen years later. Although petitioners asked to see this deed, it was *not* produced for their inspection at this hearing. Petitioners were not even provided copies of this deed until several weeks later when copies were provided

them through intermediaries. Margaret Sluga was the intermediary that transmitted a copy thereof to petitioner Rose Keller in that she gave her the letter of December 13, 1957 written by Casey Jones to Adolph Knoll to which was attached a copy of this purported 1942 deed. A copy of this letter together with a copy of the deed is reproduced as Appendix 18 on pages 48a-52a.

Through this and other indirect means petitioners were told that Adolph Knoll was supposed to have received the 1942 deed from the Knoll heirs that petitioners never heard about until about fifteen years later when Socony Mobil began purchasing the oil produced from the Rose Knoll estate on the basis of Alex Knoll's "color of title."

Petitioners have never received as consideration the one dollar and love and affection shown in the aforementioned copy of this 1942 deed to Adolph Knoll.

Petitioners *first* found out about the Decree of Descent that was issued on November 15, 1957, after Rose Keller made a special trip to Hill City, Kansas in May 1958, and again attempted to get the inheritance she did not get when she appeared for the hearing on November 15, 1957. She was furnished a copy of the November 15, 1957 Decree of Descent after she consulted a Hill City lawyer, petitioners had *not* consulted in November 1957.

Petitioners were not even successful in getting their inheritance after Rose Keller made another trip to Hill City, Kansas in November 1958 and got certificates of title showing their entitlement to an undivided one-ninth interest in fee simple in the acreage that is the subject of this controversy. She got these certificates after she discussed this matter with the County Clerk and after he took her to the Probate Judge's office and told the Probate Judge to give her the certificates of title. Copies of the certificates of title for petitioners Anna Knoll and Rose Keller

are reproduced in Appendix 2 on page 4a and Appendix 3 on page 5a.

4. Petitioners Were Denied Due Process in Civil Action No. W-1811 Wherein an Order of Dismissal Was Issued That Is in Conflict With the 1957 Decree of Descent

Petitioners consulted Mr. James R. Barr of Wichita, Kansas to get the inheritance interests to which they are entitled in accordance with certificates of title and a November 1957 Decree of Descent. Mr. Barr did *not* work for the best interests of his clients when he filed *civil action No. W-1811* in March 1959 entitled "Rose Keller, Anna Knoll, and Margaret Sluga vs. Alex Knoll" in the U. S. District Court for the District of Kansas on the basis of diversity of citizenship wherein an Order of Dismissal was filed to the benefit of Alex Knoll and to the *prejudice* of petitioners.

During civil action No. W-1811 Alex Knoll's wife and four Knoll heirs from Kansas and Adolph Knoll from Illinois, none of whom were named as litigants in this action, were rushed to Wichita for a meeting on July 23, 1959 to help trick petitioners into signing an agreement and deeds to Alex Knoll in an attempt to give Alex Knoll a clear title because Alex Knoll did not have a clear title. This happened after the depositions of petitioners Anna Knoll and Rose Keller were taken on July 22, 1959 by Robert Martin, one of Alex Knoll's lawyers, wherein petitioners had proved their entitlement to their inheritance and wherein petitioners had proved that the 1957 Decree of Descent should go into effect.

Mr. James O. McVey, a Hill City lawyer was brought to Wichita for the aforementioned July 23, 1959 meeting to pose as a family mediator so he could help to trick petitioners into signing the agreement and deeds to Alex Knoll in an attempt to remove the cloud from Alex Knoll's title.

The aforementioned deeds of 1959 to Alex Knoll are *not* valid in that petitioners were tricked into signing the

deeds on which their respective names appeared. These deeds weren't even discussed during the negotiations on July 23, 1959. Petitioners have never received as consideration the one dollar shown in the aforementioned deeds of Alex Knoll. Copies of these three deeds of July 23, 1959 to Alex Knoll did not give Alex Knoll a better title than the two deeds he got from Adolph Knoll at an earlier date. Alex Knoll's purported deeds to their parents' farm are reproduced as Appendix 19 on page 53a, Appendix 20 on pages 54a-56a and Appendix 21 on page 57a. Anna Knoll was tricked into signing the deed reproduced in Appendix ~~21 of page 57a.~~ 19 on page 53a.

If Mr. Barr had duly represented petitioners he would not have accepted pay from petitioners' *opponents* as he did when he accepted pay from the four Knoll brothers after they came in as first parties and helped to trick petitioners into signing the agreement. The first paragraph on page 60a of the agreement of July 23, 1959 (Appendix 22, page 60a) states in effect that the four Knoll brothers paid the attorney fees. This means that they also paid Mr. Barr's fees. See first paragraph on page 60a of Appendix 22. After Mr. Barr accepted pay from the four Knoll brothers he refused to help petitioners when they appealed to him for help.

If Mr. Barr had duly represented petitioners he would have taken the time to explain the negotiations to them and particularly to Rose Keller because of Rose Keller's hearing handicap; and he would *not* have permitted Mr. McVey of Hill City to come to Wichita for the negotiations on July 23, 1959 to pose as a family mediator so Mr. McVey could work for Alex Knoll's benefit. Petitioners did *not* ask Mr. McVey to come to Wichita to intercede in their behalf. Mr. McVey made it clear in his letter of August 1, 1959 that he came to Wichita on 30 minutes notice from Mr. Martin, who was one of Alex Knoll's lawyers. See first paragraph of Appendix 23, page 61a.

Alex Knoll never had anything but "color of title" even though *five* deeds were recorded in his name (3 deeds were recorded in July 1959 and 2 deeds were recorded before July 1959). Therefore Alex Knoll could *not* make valid royalty conveyances on July 23, 1959 on the basis of his "color of title" on that date, before that date, nor after that date. No copies of these royalty conveyances were delivered to petitioners, and consequently petitioners did *not* see copies of these royalty conveyances until petitioner Anna Knoll had copies made thereof in September 1959 when she discovered these on record at Hill City, Kansas when she was checking on her parents' estate. Alex Knoll's *improper* royalty conveyances are reproduced as Appendix 24 on pages 62a-65a, and Appendix 25 on pages 65a-68a.

Petitioners have not signed the two ~~division~~ transfer orders sent to them by Mr. Barr in September 1959 and one ~~transfer~~ division order sent to them by Mr. Barr in December 1959, which are based on the aforementioned *improper* Order of Dismissal, because these three orders are based on Alex Knoll's "color of title" and are therefore in conflict with the aforementioned Decree of Descent. Mr. Barr's letters of September 28, 1959 and December 15, 1959 transmitting these three orders to Anna Knoll and Rose Keller for signature are reproduced as Appendix 26 on pages 68a-72a and Appendix 27 on pages 73a-77a.

From the aforementioned letter of Mr. Barr dated December 15, 1959 (Appendix 27, pages 73a-74a) it is apparent that petitioners had appealed to Mr. Barr for help on their inheritance before he sent them the last order on December 15, 1959 for signature and that Mr. Barr refused to help them.

After Mr. Barr refused to help petitioners get their rightful share of their inheritance including royalty interest petitioners notified Socony Mobil of the discrepancies in their interests as petitioners were asked to do in the afore-

mentioned notice on pages 69a and 74a that was attached to the orders sent to them for signature. Rose Keller's *timely* notification to Socony Mobil of the discrepancies in her interests is apparent from the letter she received from Socony Mobil on January 20, 1960. A copy of this letter is reproduced as Appendix 28 on pages 79a-80a.

Petitioners could not get any help from Socony Mobil although they corresponded with them from the early part of 1960 to 1964. From the attached letter written by Mobil Oil Company on February 17, 1964 (Appendix 29 on pages 81a-82a) it is apparent that Socony Mobil continued to purchase the oil produced from the Rose Knoll estate on the basis of Alex Knoll's "color of title."

Petitioners have been paying taxes in Graham County, Kansas on royalty interest being held in suspense by Socony Mobil on the basis of the aforementioned division orders and one transfer order, pending settlement of the discrepancies of their interests in accordance with the aforementioned November 15, 1957 Decree of Descent. Petitioners' most recent tax payments of November 1965 are reproduced as Appendix 30 on page 83a and Appendix 31 on page 84a.

Petitioners did not know that an Order of Dismissal had been filed to their prejudice on August 31, 1959 until a year later. If Mr. Barr had duly represented petitioners he would not have waited a whole year before he pointed out to them that their case was dismissed with prejudice and could not be reopened. This was done in an exchange of correspondence with Mr. Brooks, the lawyer that helped Rose Keller engage Mr. Barr. The correspondence of August 31, 1960 and September 2, 1960 that was exchanged between Mr. Brooks and Mr. Barr wherein each pointed out to petitioners for the first time that their case had been dismissed with prejudice is reproduced as Appendix 32 on page 85a and Appendix 33 on page 86a.

The Order of Dismissal (Appendix 4, page 6a) does not refer to the deeds to Alex Knoll that petitioners were tricked into signing. It does not refer to the two invalid ~~division~~ transfer orders and the one invalid ~~transfer~~ division order that are based on Alex Knoll's improper royalty conveyances that were sent to petitioners for signature. However it does refer to the royalty conveyances that were prepared for petitioners so they could be recorded. These conveyances were *not* delivered to petitioners. Petitioners saw these the first time when petitioner Anna Knoll discovered these on record at Hill City, Kansas in September 1959 and had copies made thereof when she was checking on another matter.

Petitioners now know but did not know when case No. W-1811 was filed that the court had no jurisdiction over that particular case because the interests of the Knoll heirs had already been determined. The Court did not even have jurisdiction on the basis of diversity of citizenship. The Illinois parties and the five Kansas parties that were named in the agreement (Appendix 22, page ~~30a~~ 38a) as first and second parties destroyed diversity of citizenship. The court did not have jurisdiction over the parties in that the parties were brought in *without* a motion or order and in that all parties on one side did not have citizenship diverse to those on the other side.

The aforementioned Order of Dismissal was not a proper order because the constitutional rights of petitioners were violated in that this order of dismissal was used as a device to give benefits to a number of parties from Kansas and Illinois that were not named as litigants in this case which is based on diversity of citizenship. However these parties did come in as parties of the first part and as parties of the second part to help trick petitioners into signing an agreement and deeds to Alex Knoll to give Alex Knoll a clear title to their parents estate.

5. When Petitioners Could Not Get W-1811 Reopened They Filed This Action in July 1964 in Which They Appear Pro Se

Petitioners kept looking for help for a number of years to reopen civil action No. W-1811 after they had received the two transfer orders and the one division order from Mr. Barr in 1959. If petitioners had signed these orders they would get much less royalty interest from their parents' estate than Alex Knoll who did *not* receive any more interest in their parents' estate than they did. Petitioners continued to pay oil and gas taxes on the royalty interest held in suspense by Socony Mobil on these three outstanding orders. About six months before petitioners filed this case the funds being held in suspense for each petitioner amounted to $5,734.39 as shown on *page 81a* in a copy of a Feb. 17, 1964 letter from Mobil Oil Co. This represents a much smaller interest than is rightfully theirs in accordance with their inheritance as decreed in the 1957 Decree of Descent.

Petitioners wanted to have W-1811 reopened so they each could get the undivided one-ninth inheritance interest in fee simple to which each of them is entitled in accordance with the certificates of title that were issued by the Probate Judge of Graham County, Kansas, and the Decree of Descent that was issued on November 15, 1957. The documents on record that petitioners' opponents used as an excuse to keep the inheritance interests of petitioners from going into effect were the Order of Dismissal of August 31, 1959 that was filed *without* the knowledge of petitioners, the royalty conveyances that were *not* delivered to petitioners, and Alex Knolls's 1959 deeds that petitioners were tricked into signing in civil action No. W-1811.

In the course of time petitioners decided to take the case to court themselves to get relief because they could not find a Kansas lawyer to help them get their inheritance because of the manner in which their inheritance interests had been prejudiced.

In July 1964 petitioners filed civil action No. W-3239 entitled "Anna Knoll and Rose Keller vs. Alex Knoll et al." in the United States District Court for the District of Kansas where their inheritance interests had been prejudiced in civil action No. W-1811. Petitioners tried to write their pleadings as best as they could using the pleadings in W-1811 as a model.

While petitioners wrote their complaint in a crude fashion it was clear from the complaint that petitioners had not received a cent of benefit from their parents valuable estate. It was also clear that they each wanted their outstanding undivided one-ninth inheritance interest in fee simple as decreed in the November 15, 1957 Decree of Descent. It was also clear that they each wanted their rightful share of royalty interest over and above what Socony Mobil is holding in suspense and on which Socony Mobil doesn't intend to pay them any interest.

A U. S. Marshall served the summons together with the complaint to the seven residents of Kansas and to Socony Mobil, a corporation doing business in Kansas. The complaint was served to the three Illinois defendants by certified mail. A copy of the U. S. Marshal's return for four of the Kansas residents is reproduced in *Appendix 34* on page 87a, *Appendix 35* on page 89a, *Appendix 36* on page 90a, and *Appendix 37* on page 90a.

In its answer Socony Mobil alleged that it was an innocent purchaser of the oil produced from the Knoll estate.

The other defendants filed their motion to dismiss this action.

Oral arguments were presented in the United States District Court for the District of Kansas on August 28, 1964. Some of petitioner Anna Knoll's remarks in court related to a 1942 deed to Adolph Knoll that had been recorded in 1942 *without her knowledge* to deprive her of

her inheritance without due process of law. Petitioners never heard about this deed until fifteen years after the deed was recorded.

Petitioner Anna Knoll's remarks before the Court on August 28, 1964 also related to case No. W-1811. She made a statement to the effect that if diversity of citizenship doesn't apply to this case then it didn't apply in case No. W-1811 in which a lot of parties from Kansas and Illinois came in without a motion or order. She stated in effect that adding these parties had the effect of destroying diversity of citizenship on which suit was brought in W-1811. Petitioner Anna Knoll's closing argument related to the manner in which she had been deprived of her inheritance without due process of law in violation of the fourteenth amendment of the Constitution. The judge's closing remarks were to the effect that her statement to this effect would be considered. Her statements in Court appear in *Appendix 38* on pages 92a-98a.

No handwritten signature actually appeared on the twenty-page memorandum of opinion, that was sent to each of the petitioners three and a half months after petitioner Anna Knoll appeared in court for the arguments on the motion to dismiss. A copy of the memorandum of opinion is reproduced in *Appendix* ~~7a on page 26a.~~ Now pages 7a - 26a.

The Memorandum of Opinion did not take into consideration petitioner Anna Knoll's statement before the court on August 28, 1964 about denial of due process that the judge said he'd take into consideration.

This Memorandum of Opinion was prejudicial to petitioners in that it was written to keep in effect the judgment in civil action No. W-1811, which would take away *without due process of law* from petitioners the undivided one-ninth inheritance interests each of the petitioners acquired through the aforementioned Decree of Descent is-

sued by the Probate Court of Graham County, Kansas on November 15, 1957.

Various statements in this memorandum of opinion are prejudicial to petitioners such as the statements on page 8a-10a to the effect that petitioners were represented by counsel in W-1811, that Adolph Knoll was to pay their parents debts, and that a quit claim deed to Adolph Knoll was executed in 1942.

Petitioners admit that Mr. Barr's name appears on the record as having represented them in W-1811 but they want to make it very clear that they did *not* receive proper legal counsel from Mr. Barr in that Mr. Barr did not help petitioners get their inheritance.

The other Knoll heirs pretended that Adolph Knoll would use their parents' estate to pay off their parents' debts right after their mother's death but it is quite apparent now that they were talking about fictitious debts. This is quite apparent from the affidavit Alex Knoll prepared in 1942, shortly after their mother's death. This affidavit dated 7 January 1942 is to the effect that all bills, accounts, and charges of the decedent, including the expenses of her last illness and funeral have been paid in full. A copy of this 1942 affidavit is reproduced as *Appendix 39* on page 99a.

Petitioners did *not* execute a deed to Adolph Knoll in 1942. Petitioners never talked about executing a deed to Adolph Knoll and never knew anything about a deed to Adolph Knoll having been recorded in 1942 until 1957 when Socony Mobil started purchasing the oil produced from their parents' estate.

The memorandum of opinion is biased in favor of Alex Knoll in that it is based to a considerable extent on information obtained from the records in civil action No. W-1811 which was dismissed with prejudice to petitioners.

In that litigation petitioners did not have an opportunity to have a hearing before a judge and they did not have proper legal counsel. It was dismissed to their prejudice *without* the knowledge of petitioners about five weeks after they were tricked into signing an agreement and deeds to Alex Knoll to remove the cloud from Alex Knoll's title to keep the invalid oil and gas leases in effect Alex Knoll made with Casey Jones.

6. When Petitioners Appealed to the Tenth Circuit Socony Mobil Kept Petitioners Preoccupied With Three New Litigations.

In January 1965 petitioners gave notice to the effect that they were appealing the judgment of the lower court. A copy of the judgment of the United States District Court for the District of Kansas that petitioners appealed from is reproduced in *Appendix 6* on *page 27a.*

During the early part of 1965 Socony Mobil Oil Company had three complaints served on petitioners on three *related* litigations. These three complaints were filed in the United States District Court for the District of Kansas as civil actions numbered W-3361, W-3362, and W-3363 and were entitled "Socony Mobil Oil Company, Inc. vs. Anna Knoll, et al."

These three litigations are referred to because they relate to the inheritance interests of petitioners, which are effective as of the date of the death of their mother on December 13, 1941, and therefore *predate* the adverse claims of all parties named in these three litigations.

These three litigations are also referred to because Socony Mobil kept petitioners preoccupied with the three litigations during all stages of the appeal.

Petitioners did not realize until some additional papers were served on them in April 1965 in these three litigations that two of these litigations related to the leases covered in the two transfer orders that were sent to them

by James R. Barr on September 28, 1959 for signature, but which petitioners did not sign because of the discrepancies in their interests.

In reviewing these additional papers petitioners discovered that civil actions No. W-3363 and W-3362 related to the transfer orders sent to them for signature by Mr. Barr in his letter of September 28, 1959. Civil Action No. W-3363 covers "34990—Knoll A lease" and civil action No. W-3362 covers "34991—Knoll B lease." These transfer orders are referred to in the first paragraph of Mr. Barr's letter. A copy of Mr. Barr's letter is reproduced as *Appendix 26* on *page 68a.*

Petitioners filed their brief for the appeal containing the points relied on in April 1965. A copy of the index of petitioners brief is reproduced as *Appendix 40 on page 101a.*

Petitioners were in the process of preparing the aforementioned brief when they were preparing answers to the aforementioned three complaints from Socony Mobil.

Petitioners had already filed their brief containing the points they relied on before they received a letter from the Clerk of the U. S. Circuit Court of Appeals telling them to designate the points they relied on and also telling them to designate the records to be reproduced. A copy of petitioners letter of April 20, 1965 which enumerates the *five* points petitioners relied on in their appeal and designating the records to be reproduced appears as *Appendix 41* on pages 102a-111a.

Points one and two on pages 105a and 106a of the aforementioned April 20, 1965 letter relate primarily to the question of the existence of federal jurisdiction. Anna Knoll of Washington, D. C., and Rose Keller of Illinois are the parties on one side. The four indispensable parties on the other side are Alex Knoll of Kansas, his wife Josephine Knoll of Kansas, Casey Jones of Kansas, and

Socony Mobil, a corporation doing business in Kansas. Alex Knoll has a "color of title", Casey Jones made oil leases with Alex Knoll on the basis of Alex Knoll's "color of title", and Socony Mobil is purchasing oil on the basis of Alex Knoll's "color of title." All these four indispensable parties have been properly served. Copies of the Writs of Service appear on pages 87a-91a. There is diversity of citizenship between the aforementioned indispensable parties of Kansas and Rose Keller and Anna Knoll who are residents of other states.

Point three on page 106a covers Socony Mobil's negligence in making royalty interest payments on the basis of Alex Knoll's "color of title" to the other Knoll heirs and holding petitioners royalty interest in suspense.

Point four on pages 106a covers denial of due process with respect to petitioners inheritance interests and refers to petitioner Anna Knoll's appearance and her statements before the lower court on August 28, 1964.

Point five on page 107a is to the effect that the Order of Dismissal in W-1811 is of no legal effect and should therefore be set aside.

On May 24, 1965 petitioners received a letter from the clerk of the U. S. District Court, Wichita, Kansas wherein he had referenced civil actions No. W-3362 and W-3363. This letter was to the effect that a motion calendar would be prepared and a copy mailed to petitioners prior to June 25.

In June 1965 petitioners received a copy of a Motion for Additional Time in Which to File a Brief for appellees from Peter J. Wall. Petitioners wondered who he was since he had not served them any papers previously in that he had mailed this copy of the motion from Denver, in that he did not give his address, nor his title. A copy of this motion is reproduced in *Appendix 42 on page 112a.*

The letter stating that an order granting appellees to June 15, 1965 to serve and file their brief was sent to Mr. Wall's attention at a Denver address (*Appendix 43* on page 114a). Petitioners kept wondering who Mr. Wall was and where employed but were not able to verify Mr. Wall's employment with the Collins, Hughes, Martin, Pringle and Schell law firm at Denver. All that petitioners could find in the Martindale-Hubbel Law Directory was his employment as a law clerk in Denver.

Petitioners were very busy preparing for the hearing on June 25, 1965 at Wichita, Kansas on civil actions No. W-3362 and W-3363 when they received copies of their opponents briefs for the appeal pending in the Tenth Circuit. Petitioners noted from their opponents briefs that their opponents were represented by many lawyers.

Petitioners were at a great disadvantage in that they were *nonresidents* of Kansas and were representing themselves. Petitioners were also at a disadvantage because they did *not* get any copies of the Rules of the Tenth Circuit Court even though they requested copies of those rules.

Petitioners received a copy of a brief from the Collins, Hughes, Martin, Pringle & Schell law firm first. They noted that the names of eleven lawyers appeared on this brief. The appendix of the brief contained a complaint, defendants motion to dismiss, the opinion of the District Court and the Judgment. It did not contain the attachments to the complaint, the Answer of Socony Mobil, Rose Keller's Answer to Defendants Motion to Dismiss, Anna Knoll's Answer to Defendants Motion to Dismiss, Anna Knoll's Statement before the lower court on August 28, 1964, nor other records petitioners had designated to be reproduced for the record in the aforementioned April 20, 1965 letter.

Petitioners each received two copies of the brief filed by Socony Mobil a few days later along with a certificate

of service. The certificate stated that two copies were served on each of the petitioners on June 18. The names of fifteen lawyers appeared on this brief. A copy of this certificate of service is reproduced as *Appendix 44* on page 115a.

On June 25, 1965 petitioner Anna Knoll appeared for the arguments at Wichita in civil actions No. W-3362 and W-3363. At the hearing at Wichita the judge ordered the consolidation of the three litigations of Socony Mobil.

During the early part of July petitioners received a copy of a motion for dismissal of civil action No. W-3361 from one opponent and a copy of proposed pretrial order on consolidated civil actions No. W-3361, W-3362, and W-3363 from another opponent.

Petitioners were kept preoccupied with three litigations (W-3361, W-3362 and W-3363) in March, April, May, June, and part of July. Since petitioners were *not* provided with a copy of the Rules of the Tenth Circuit Court and did not know at that time where to get a copy of the rules they did not know the rules of the court with respect to belated briefs, reply briefs, etc.

Petitioners appeared in their own behalf before the appellate court on July 16, 1965.

Petitioners stressed denial of due process during the arguments. In contrast their opponents stated in effect that the paramount issue was diversity of citizenship and that the title question raised by petitioners would be settled in Socony Mobil's interpleader action. Petitioner Anna Knoll challenged their opponents statements when she stated in effect that if there was no diversity of citizenship in this case that there was no diversity of citizenship in the W-1811 case. Petitioner Anna Knoll pointed out the exceptions she took to points covered in the briefs of her opponents.

On August 23, 1965 the appellate court's per curiam opinion affirming the judgment of the U. S. District Court was filed.

By September 10, 1965 petitioners had filed a petition for rehearing stressing denial of due process and the other points covered in the previous brief of petitioners. Petitioners made a special effort to show that the outstanding 1957 Decree of Descent and the 1959 judgment are in conflict and that since the 1959 judgment is improper that it should be set aside and the 1957 Decree of Descent put into effect.

A copy of the index of the Petition for rehearing which was denied on September 22, 1965 is reproduced as *Appendix 45* on pages 116a and 117a.

Petitioners were kept preoccupied with the three litigations (W-3361, W-3362, and W-3363) before and after they prepared their petition for rehearing. Although they were kept busy with motions, orders, drafts of pretrial orders," etc. they tried to the best of their ability to protect their inheritance interests since they have not been able to engage a Kansas lawyer to represent them. Petitioner Anna Knoll and Rose Keller both appeared for the September 13, 1965 call at Wichita, Kansas because a calendar was sent to them a few days before September 13, 1965 on which a call was scheduled for W-3361, W-3362 and W-3363.

Petitioners realized after they received copies of additional documents from their opponents in September 1965 that civil action No. W-3361 relates to the last division order Mr. Barr sent to petitioners in 1959. See Appendix 27 on page 73a.

In due course of time petitioners realized then that Socony Mobil's three litigations related to three division orders that were sent to them by Mr. Barr in 1959. These are the three division orders that petitioners did ***not*** sign

because they are inconsistent with their inheritance interests.

The entire proceedings in civil actions No. W-3361, W-3362 and W-3363 were conducted to prejudice the inheritance interests of petitioners. For that reason petitioners sent their objections by certified mail to the U. S. District Court on the numerous papers that were sent to them by their opponents in these three litigations.

Petitioners were even kept preoccupied as recently as the week of December 13, 1965 with these three litigations. During this period they received a copy of a calendar from the U. S. District Court for the District of Kansas for the January 1966 Session of Court at Wichita, Kansas. Page 24 of this calendar shows that the aforementioned civil actions No. W-3361, W-3362, and W-3363 are scheduled for trial to the court beginning Monday, January 17, 1966 at 9:30 A.M.

REASONS FOR GRANTING WRIT

1. The Appellate Court Ignored Its Obligation to Consider the Points Petitioners Presented With Regard to Denial of Due Process When It Affirmed the Lower Court's Judgment (Appendix 7, pages 28a-29a).

The paramount question before the appellate court involved much more than the question of diversity of citizenship.

The paramount question before the appellate court was the *denial of due process* in the taking of petitioners' property and giving it to Alex Knoll in the 1959 court proceedings of the United States District Court for the District of Kansas, in civil action No. W-1811 entitled "Rose Keller, Anna Knoll, and Margaret Sluga vs. Alex Knoll." Petitioners had copies of the Decree of Descent on their mother's estate, and also had certificates of title when civil action No. W-1811 was filed in the U. S. District Court for the District of Kansas.

It has long been held that the fourteenth amendment of the Constitution guarantees *due process in civil proceedings.* Notice must be afforded that is adequate for the purpose and a hearing must be held that is both sufficient and fair.

> "The guaranty of due process of law inhibits the taking of one man's property and giving it to another, contrary to settled usages and modes of procedure, without notice and opportunity for a hearing." *Ochoa* v. *Hernandez y Morales,* Porto Rico, 33 S. Ct. 1033, 1038, 230 U.S. 139, 57 L. Ed. 1427.
>
> "Due process of law," guaranteed in both the fifth and fourteenth amendments to the Constitution, means the law of the land. The guaranty implies the administration of equal laws according to established rules by competent tribunals having jurisdiction and proceeding upon notice and hearing. *United States* v. *Billing,* 190 F. 359, 364.
>
> "The liberty of which the fourteenth amendment forbids a state from depriving anyone without due process of law is something more than freedom from the enslavement of the body or from physical restraint. In my judgment, the words 'life, liberty or property' in the fourteenth amendment should be interpreted as embracing every right that may be brought within judicial cognizance, and therefore no right of that kind can be taken in violation of 'due process of law.'" *Taylor* v. *Beckham,* 20 S. Ct. 890, 1016, 178 U.S. 548, 44 L. Ed. 1187.

2. Denial of the Equal Protection of the Law to Two Nonresidents of Kansas, Whose Inheritance Interests Were so Prejudiced That They Could Not Engage the Services of a Kansas Lawyer, Represents an Important Question of Federal Law Which Should Be Settled by This Court.

The equal protection of the law guaranteed under the fourteenth amendment of the Constitution has not been given to petitioners in the enjoyment of the property petitioners inherited from their natural parents.

Petitioners do not have the same access to the courts of Kansas for the protection of their property and redress of

wrongs as their opponents do and for this reason have not received a cent of benefit from their parents' property.

A greater burden is placed upon petitioners than upon their opponents in that they have not been successful in getting their inheritance even after they had a copy of their mother's decree of descent and certificates of title.

All evidence in their favor has been suppressed in the numerous court proceedings on their parents estate.

Even though petitioners gave timely notification of the discrepancies in their interests when they received the three division orders in 1959 for signature, they did not get the equal protection of the law to reopen civil action No. W-1811 so they could get the inheritance to which they are entitled in accordance with the decree of descent of 1957.

Even though petitioners have been paying taxes in Graham County, Kansas on funds held in suspense by Socony Mobil, they have not been able to get a cent of benefit from their parents estate.

3. The Appellate Court Has Sanctioned a Departure From the Accepted and Usual Course of Judicial Proceedings by the Lower Courts in Kansas as to Call for an Exercise of This Court's Power of Supervision

The steps that have been taken down through the years to negate petitioners efforts to get their inheritance interests represent a departure from the accepted and usual course of judicial proceedings. Since their parents deaths six *invalid* deeds have been recorded to deprive petitioners of their undivided one-ninth inheritance interest in fee simple they have in their parents 320-acre farm. *Invalid* oil and gas leases were made on a "color of title" to deprive them of their royalty interest. Oil produced from their parents farm has been purchased since November 1957 on the basis of "color of title." Division orders were sent to petitioners during the latter part of 1959 after their property was given away in the court proceedings entitled

"Rose Keller, Anna Knoll, and Margaret Sluga vs. Alex Knoll." Petitioners were denied relief when they notified the interested parties of the discrepancies in their interests and asked for relief.

By affirming the lower courts dismissal action and ignoring petitioners points with respect to the *denial of due process* the appellate court sanctioned a departure from the accepted and usual course of judicial proceedings by the lower courts in Kansas as to call for an exercise of this court's power of supervision.

CONCLUSION

It is respectfully urged that for the reasons given, this petition for certiorari should be granted.

Respectfully submitted,

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Appendix 1

IN THE PROBATE COURT OF GRAHAM COUNTY, KANSAS

IN THE MATTER OF THE ESTATE OF
ROSA KNOLL, DECEASED

No. D-189

DECREE OF DESCENT

Now on this 15th day of November, 1957, at the hour of 10:00 A.M. this matter comes on for hearing upon the petition of Alex Knoll to determine the descent of the property of Rosa Knoll, deceased. The petitioner, Alex Knoll, appears in person, and by his attorney, Casey Jones. No other appearances were made. The court finds that said petitioner has given notice of time and place of this hearing as provided by law and the orders of this court; proof of which notice and the publication of mailing thereof is duly filed herein, and approved by the court.

Thereupon evidence is produced upon said petition and after consideration of the evidence and being fully advised, the court finds that the allegations of said petition are true; that Rosa Knoll, a resident of Graham County, Kansas, and a citizen of the United States, died on the 13th day of December, 1941; that at the time of her death she owned the following described real estate, situated in Graham County, Kansas, to-wit:

East Half of Section 10, Township 10

South, Range 25 West

That no will of the said Rosa Knoll, has been admitted to probate nor administration had of her estate; that the said Rosa Knoll, died intestate, and that all of the debts of the said Rosa Knoll have been paid. The court further finds that more than 10 years has expired since her death and that

no determination of inheritance taxes are necessary and that no inheritance taxes are due on said estate.

The court further finds that the deceased at her death was a widow and a single woman.

The court further finds that the said Rosa Knoll, left surviving her as her sole and only heirs-at-law the following persons, to wit:

1. Joe Knoll, a son;
2. Wendelin Knoll, a son;
3. Adam Knoll, a son;
4. Alex Knoll, a son;
5. Mary Bittel, a daughter;
6. Anna Knoll, a daughter;
7. Margaret Sluga, a daughter;
8. Adolph Knoll, a son;
9. Rosa Keller, a daughter;

and that the above named inherited her property in the share and proportion of an undivided one ninth (1/9) interest each.

The court further finds that the said Rosa Knoll at her death had no spouse, no other issue, no issue by prior deceased issue, no adopted child or children and no child or children by predeceased adopted child or children and the above named were all of her heirs-at-law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT That Rosa Knoll, died intestate on the 13th day of December, 1941, and that at the time of her death, she was a citizen of the United States and a resident of Graham County, Kansas; and that at her death she owned in fee simple the East Half of Section 10, Township 10 South,

Range 25 West, Graham County, Kansas, and said real estate and all other property real and personal owned by the deceased at her death, descended from her on the 13th day of December, 1941, the date of her death to her heirs at law as follows:

1. Joe Knoll, a son, an undivided 1/9th;
2. Wendelin Knoll, a son, an undivided 1/9th;
3. Adam Knoll, a son, an undivided 1/9th;
4. Alex Knoll, a son, an undivided 1/9th;
5. Mary Bittel, a daughter, an undivided 1/9th;
6. Anna Knoll, a daughter, an undivided 1/9th;
7. Adolph Knoll, a son, an undivided 1/9th;
8. Margaret Sluga, a daughter, an undivided 1/9th;
9. Rose Keller, a daughter, an undivided 1/9th;

and the title thereto is assigned to the said heirs as of the date of the death of the deceased, subject to any lawful disposition thereof heretofore made.

HENRY C. ALBERTSON
Probate Judge

Filed Nov. 15th 1957

Appendix 2

CERTIFICATE OF TITLE

GRAHAM COUNTY, HILL CITY, KANSAS

November 24, 1958

STATE OF KANSAS, } ss.
GRAHAM COUNTY. }

In the Probate Court of Said County and State.

IN THE MATTER OF THE ESTATE OF Rosa Knoll, DECEASED.

This is to certify that Anna Knoll, heir-at-law of the above named decedent, has acquired title to the hereinafter described Real Estate, by Determination of Descent.

Devisee's interest is hereby described as follows, to-wit:

An undivided one-ninth (1/9th) interest East Half (E½) of Section ten (10) Township Ten (10) Range twenty-five (25) Graham County, Kansas.

This, therefore, authorizes the County Clerk to enter same on the Transfer Record of the proper County.

HENRY C. ALBERTSON
Probate Judge of
Graham County, Kansas.

(SEAL)

Appendix 3

CERTIFICATE OF TITLE

GRAHAM COUNTY, HILL CITY, KANSAS

November 24, 1958

STATE OF KANSAS, GRAHAM COUNTY. } ss.

In the Probate Court of Said County and State.

IN THE MATTER OF THE ESTATE OF Rosa Knoll, DECEASED.

This is to certify that Rose Keller, heir-at-law of the above named decedent, has acquired title to the hereinafter described Real Estate, by Determination of Descent.

Devisee's interest is hereby described as follows, to-wit:

An undivided one-ninth (1/9th) interest East Half (E½) of Section Ten (10) Township Ten (10) Range Twenty-five (25) Graham County, Kansas.

This, therefore, authorizes the County Clerk to enter same on the Transfer Record of the proper County.

HENRY C. ALBERTSON
Probate Judge of
Graham County, Kansas.

(SEAL)

Appendix 4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

Case No. W-1811

ROSE KELLER, ANNA KNOLL AND MARGARET SLUGA, *Plaintiffs*,

v.

ALEX KNOLL, *Defendant*.

Order of Dismissal

Now on this 31st day of August, 1959, this cause comes on for hearing, the plaintiffs appearing by their attorneys, Ratner, Mattox & Ratner, and the defendant, by his attorneys, Collins, Hughes, Martin, Pringle & Schell, and the court being fully advised in the premises finds that the parties in the above entitled action have amicably settled their differences by virtue of an agreement whereby the defendant conveyed a 1/32nd of his royalty interest on the oil and gas leases presently in effect on the subject matter of this controversy to each of his brothers and sisters, including Joe Knoll, Adam Knoll, Adolph Knoll, Wendelin Knoll, Mary Bittel, Anna Knoll, Margaret Sluga, and Rose Keller, the latter three being the plaintiffs in this action.

The Court further finds that by virtue of such conveyance, the parties to this action have fully settled their differences in this suit and that therefore, this action should be dismissed with prejudice to the plaintiffs.

IT IS THEREFORE ORDERED that the above entitled action be dismissed with prejudice to the plaintiffs and that the cost of this action be taxed to the defendant.

DELMAS C. HILL
Chief Judge

APPROVED:

RATNER, MATTOX & RATNER
By JAMES R. BARR
Attorneys for the Plaintiffs

COLLINS, HUGHES, MARTIN, PRINGLE & SCHELL
By LAVERNE ~~MARTIN~~ Marin
Attorneys for the Defendant

Appendix 5

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

Civil Action No. W-3239

ANNA KNOLL AND ROSE KELLER, *Plaintiffs,*

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBILE OIL COMPANY, *Defendants.*

Memorandum of Opinion

NATURE OF SUIT

This is a civil action in which plaintiffs base jurisdiction on diversity of citizenship. The matter is presently before the court on the individual defendants' motion to dismiss. Defendant Socony Mobil Oil Company [Mobil Oil] has answered praying that the action be dismissed as to it.

The specific nature of this case is not entirely clear, though plaintiffs in their affidavit of service state that "this is an action for determination of interests in their deceased parents 320-acre farm . . . ." Plaintiffs are appearing pro se, and the court will not determine any issue on technicalities arising from pleadings which might be inartistically drawn by laymen.

Background

In order to fully comprehend the allegations of both parties at bar, it is necessary to first review earlier litigation in this court between some of the present parties.

In 1959, Rose Keller, Anna Knoll and Margaret Sluga [a defendant in the present case] as parties plaintiff filed suit against Alex Knoll. (Keller v. Knoll, No. W-1811 (D. Kan. 1959)). In that case, plaintiffs, who were there represented by counsel, alleged as follows:

(a) that plaintiffs and defendant had inherited some Graham County, Kansas land from their parents.

(b) that plaintiffs and defendant and the other heirs (brothers and sisters of the parties) orally agreed that the land should be treated as a trust for all the children. To this end, all heirs agreed to deed their various interests to a brother Adolph Knoll, who was to operate the farm, pay off the debts and hold the farm as a trust for the benefit of all children.

(c) that the quitclaim deed mentioned *supra* was executed to Adolph Knoll and recorded in the fall of 1942. Allegedly, the consideration for the deed was the oral trust agreement.

(d) that plaintiffs assumed the land was being operated in accordance with the trust.

(e) that defendant Alex Knoll eventually took over operation of the land. Plaintiffs assumed he was continuing to operate the farm in accordance with the oral trust.

(f) that in November, 1957, plaintiffs came to Hill City, Kansas, to attend a hearing for the determination of descent in the parties' mother's estate. At such hearing, plaintiffs learned that Alex Knoll repudiated any trust agreement and contended he was sole owner of the land in question.

(g) Plaintiffs prayed for a judgment:

(1) to have the property declared trust property to be held for the use of plaintiffs and the other beneficiaries of their mother's estate.

(2) for an accounting

(3) and for other appropriate equitable relief.

Defendant Alex Knoll answered in W-1811 as follows:

(a) He admitted that plaintiffs and defendant had inherited the land.

(b) He admitted the quitclaim deed to Adolph Knoll but denied the existence of any trust agreement, alleging the purpose of the quitclaim deed was to vest title in Adolph.

(c) That the land was sold by Adolph to defendant Alex Knoll for a good consideration and that plaintiffs had actual and constructive notice thereof. In this regard, Alex Knoll specifically denied any trust agreement and described himself as a bona fide purchaser without notice.

(d) That he paid a good consideration for the land and had spent money and labor improving the land with the knowledge and acquiescence of plaintiffs.

(e) That plaintiffs started to complain only after oil was discovered on the land.

(f) That plaintiffs asserted an interest in the land for the first time at the 1957 hearing on a determination of descent, some fifteen years after the death of the parents. Alex Knoll alleged that at that time, plaintiffs claimed they did not execute the quitclaim deed to Adolph Knoll, but made no claim of any trust agreement.

(g) Defendant Alex Knoll contended that plaintiffs were estopped to claim a trust agreement; were guilty of laches; that there was no consideration for any alleged trust agreement; that the suit was barred by applicable Kansas statutes of limitations and that the purported oral trust agreement was violative of the statute of frauds.

Against this background, all of the Knoll heirs entered into an agreement whereby the pending suit was to be dismissed with prejudice and defendant Alex Knoll was to convey to each of the other heirs ¼th of a ⅛th royalty interest in the oil and gas leases on the land.

On August 31, 1959, this court found that the parties had "amicably settled their differences by virtue of an agreement whereby the defendant conveyed a 1/32nd of his royalty interest on the oil and gas leases presently in effect . . . to each of his brothers and sisters, including Joe Knoll, Adam Knoll, Adolph Knoll, Wendelin Knoll, Mary Bittel, Anna Knoll, Margaret Sluga and Rose Keller, the latter three being the plaintiffs in this action." *Keller* v. *Knoll,* No. W-1811 (D.Kan. August 31, 1959). Accordingly, this court dismissed the suit with prejudice to the plaintiffs, costs being taxed to the defendant Alex Knoll.

The Present Litigation

Because of the nature and complexity of the issues involved in ruling on defendants' motion to dismiss, it is necessary to outline in some detail the pleadings and arguments of the parties.

A. PLAINTIFFS' COMPLAINT

On July 24, 1964 plaintiffs Anna Knoll and Rose Keller filed their complaint naming ten individuals, including Margaret Sluga who was a party plaintiff in W-1811, and Mobil Oil as parties defendant.

Plaintiffs base jurisdiction solely on diversity of jurisdiction. Plaintiff Anna Knoll is a citizen of the District of Columbia and plaintiff Rose Keller is a citizen of Illinois. Defendants Alex, Josephine, Joe, Adam and Wendelin Knoll, Mary Bittel and Casey Jones are citizens of Kansas. Defendants Adolph and Stephanie Knoll and Margaret Sluga are citizens of Illinois. Plaintiffs allege that the "Mobil Oil Company is a corporation doing business in the State of Kansas."

Plaintiffs' allegations may be summarized as follows:

(a) In November 1957, plaintiffs came to Hill City, Kansas for a determination of descent hearing in the estate of their deceased mother.

(b) At that time, plaintiffs contend that defendant Alex Knoll was operating the farm under a trust agreement.

(c) Plaintiffs allege the decree of descent gave all nine heirs an undivided interest in the land [Plaintiffs' Complaint Exb. B.]. Plaintiffs each received a certificate of title to an undivided one-ninth (1/9th) interest in the land. [Plaintiffs' Complaint Exb. C, D].

(d) Plaintiffs contend that prior to the 1959 litigation in this court defendant Alex Knoll gave the impression that he was honoring the trust agreement, and that plaintiffs honored the agreement and never conveyed their interest "to any Knoll heir that operated their parents farm under this trust agreement."

(e) Plaintiffs allege the 1959 litigation centered around the 1957 hearing and the trust agreements. In this regard,

plaintiffs now allege they had never seen the 1942 quitclaim deed to defendant Adolph Knoll prior to the 1957 hearing. Plaintiffs contend they have never seen the original 1942 deed, but received a copy of same in 1957.

Plaintiffs contend that defendant Margaret Sluga materially aided the other defendants in hiding the 1942 deed from plaintiffs at the 1957 hearing.

Plaintiffs allege that in 1959, defendant Alex Knoll stated he had just completed paying off their parents' debt. Plaintiffs now contend that defendant Alex Knoll filed affidavits in 1941 and 1942 to the effect that all debts of the parents were then paid [Plaintiffs' Complaint Exbs. H, I]. Plaintiffs further allege that defendant Alex Knoll absorbed their parents' motor vehicles without knowledge.

(f) Plaintiffs allege that fraudulent misrepresentations were made to them during the 1959 litigation to trick them into signing a family settlement agreement. In this regard plaintiffs contend that defendant Casey Jones, a Hill City attorney, posed as family mediator to help perpetrate the fraud. Further, plaintiffs allege that defendant Margaret Sluga was secretly working with defendant Alex Knoll during the 1959 litigation to help trick plaintiffs.

Plaintiffs say the 1959 deeds which they signed as part of the family agreement took away more than they received in return, thus demonstrating a lack of good consideration. Rose Keller was apparently easier to defraud in 1959 because she then had hearing and educational handicaps greater than she has today.

Plaintiffs allege that defendant Margaret Sluga played an "important role" in tricking plaintiffs into signing the deeds in 1959 "in that she deprived plaintiffs of proper legal counsel when she suggested that plaintiffs adversaries pay plaintiffs' lawyer fees." (Complaint, p. 6).

(g) Plaintiffs allege they would not have signed the 1959 family agreement had they been fully informed.

(h) Plaintiffs allege they did not discover that defendant Margaret Sluga was in on the fraud until summer of 1962.

(i) Plaintiffs allege that defendant Casey Jones cannot have valid oil and gas leases on the land because defendant Alex Knoll did not have a clear title in the early 1950's due to the oral trust agreement; therefore defendant Alex Knoll could not give a valid lease.

(j) Plaintiffs argue that the 1959 agreement has not been fulfilled because the family has not been reunited.

(1) Further, plaintiffs allege they did not learn until 1960 that the 1959 litigation had been dismissed with prejudice.

(2) Plaintiffs allege that they have been corresponding with defendant Mobil Oil since 1960 because they were aware of "discrepancies in their interests." (Complaint, p. 7)

(3) Plaintiffs allege there has been hostility towards them since the 1959 agreement.

(4) Plaintiffs allege that defendant Margaret Sluga and another sister (defendant Mary Bittel) negated all of plaintiffs' efforts to get their inheritance during the 1957 hearing and have negated all efforts to obtain an attorney to nullify the 1959 agreement.

(k) Plaintiffs state that Mobile Oil is a producer of oil from the land and has been put on notice to suspend runs on the Knoll leases until judgment is rendered concerning plaintiffs' interests in the land.

(l) Plaintiffs have refused to sign oil company division orders because of discrepancies in their interests and

because the 1959 family agreement has not reunited the family.

Defendants on the other hand *have* signed division orders and are receiving royalty payments. Plaintiffs allege that defendant Alex Knoll is receiving twenty-four (24) times as much royalty as plaintiffs' present share.

Plaintiffs allege that defendant Margaret Sluga and Mary Bittel "delayed signing these division orders *until* 1963 to camouflage the role they played in helping to deprive plaintiffs of their rightful share of their inheritance." (Complaint, p. 8) (italicized in original).

(m) Plaintiffs contend that their royalty interest under the 1959 agreement represents only a small portion of their rightful share.

(n) Plaintiffs allege the negotiations during the 1959 litigation were not conducted in a proper manner to make a valid contract. This allegation is based on the contention that defendant Margaret Sluga was working for the defendants even though she was named as a party plaintiff in the suit. Plaintiffs further assert that during the 1959 negotiations, defendant Casey Jones as mediator diverted their attention from their rights to the inheritance.

Further, plaintiffs contend there were no face-to-face discussions; no meeting of the minds; no intent by plaintiffs to transfer to defendant Alex Knoll something belonging to plaintiffs; and plaintiffs have not received a good and valuable consideration for their inheritance.

Plaintiffs conclude that the meaning of "dismiss with prejudice" was not explained to them until a year after the agreement was signed and assert that the defendants have negated their efforts to nullify the 1959 agreements.

Plaintiffs pray for a judgment:

(1) to set aside the 1959 agreement;

(2) to void the 1959 deeds to defendant Alex Knoll;

(3) to set aside the order of dismissal in W-1811;

(4) to order Mobil Oil to suspend payments to the other Knoll heirs until plaintiffs are given title to their undivided one-ninth interests;

(5) that plaintiffs be given their rightful share of their royalty interests;

(6) that the oil and gas leases of 1951 and 1954 from defendants Alex and his wife Josephine Knoll to defendant Casey Jones be set aside and new oil and gas leases be executed by plaintiffs and defendants;

(7) that the 1949 and 1951 deeds from defendants Adolph and his wife Stephanie Knoll to defendant Alex Knoll be voided;

(8) that the assignments and sub-assignments referred to in the 1959 family agreement be modified in accordance with new leases to be executed by plaintiffs and defendants;

(9) that the 1942 quitclaim deed from the Knoll heirs and their spouses to defendant Adolph Knoll be voided;

(10) that Mobil Oil give an accounting of all royalty payments on the property since the 1959 discovery of oil;

(11) and for further equitable relief as appropriate.

B. Defendants' Motion To Dismiss

The individual defendants' motion to dismiss was filed on Augst 12, 1964, and asserts the following four grounds for dismissal:

(1) Lack of complete diversity of citizenship. This ground is based on statements in the complaint to the effect

that one plaintiff (Rose Keller) and three defendants (Adolph and Stephanie Knoll and Margaret Sluga) are all citizens of Illinois.

(2) Improper venue. Defendants argue that neither all the plaintiffs nor all the defendants reside in Kansas as required by 28 U.S.C.A. § 1391(a).

(3) Improper service of process. Defendants allege that the defendants who are Kansas residents (Alex, Josephine, Joe, Adam and Wendelin Knoll, Mary Bittel and Casey Jones) were not personally served as required.

(4) Defendants finally contend that Federal Rules of Civil Procedure 60(b) bars the present action because not brought within one year after the final judgment in W-1811.

C. Defendant Mobil Oil's Answer

The allegations of defendant Mobil Oil's answer may be summarized as follows:

(a) *First Defense.* Mobil contends there is a lack of indispensable parties in that plaintiffs seek to set aside oil and gas leases, title to two of which is held by persons not named as plaintiffs or defendants.

(b) *Second Defense.* Mobil asserts it is a mere stakeholder in this litigation and alleges that plaintiffs have refused to sign division orders.

(c) *Third Defense.* Mobil contends that plaintiffs fail to state a claim upon which relief can be granted; therefore the action should be dismissed as to this defendant.

(d) *Answer:*

(1) Mobil denies that "Mobil Oil Company" named as a defendant in this case is an operating division of "Socony Mobil Oil Company, Inc.," a New York corporation licensed to do business in Kansas.

(2) Mobil admits that the records of Graham County, Kansas support plaintiffs' allegations concerning the 1959 decree of descent and the certificates of title issuing therefrom.

(3) Mobil admits there was a 1959 lawsuit, but does not know any details thereof.

(4) Mobil admits that the records of Graham County, Kansas show oil and gas leases executed by defendants Alex and Josephine Knoll to defendant Casey Jones on July 16, 1954 and November 19, 1954.

(5) Mobil admits it has corresponded with plaintiffs since early 1960.

(6) Mobil admits that plaintiffs have refused to sign its division orders.

(7) Mobil admits that royalty payments are suspended to plaintiffs because of their failure to sign the division orders.

Defendant Mobil prays that plaintiffs take nothing against it; that the action be dismissed as to it and that it be granted its costs herein.

D. Plaintiff Rose Keller's Answer To Defendants' Motion To Dismiss

Rose Keller argues as follows:

(1) The court has diversity jurisdiction because:

(a) defendant Margaret Sluga was not a proper party in W-1811 and because the contract on which W-1811 was dismissed was never fulfilled;

(b) defendant Margaret Sluga was made a party plaintiff in W-1811 as a part of the fraud;

(c) defendant Alex Knoll in W-1811 deprived plaintiffs of a hearing before a judge;

(d) many additional parties were brought in by the 1959 agreement, though no motion or order was made in W-1811 making these people parties to the lawsuit;

(e) defendant Margaret Sluga in W-1811 was helping defendant Alex Knoll perpetrate a fraud;

(f) Rose Keller denies signing the 1942 quitclaim deed to defendant Adolph Knoll;

(g) defendants Alex and Josephine Knoll have numerous other large farms but are still trying to deprive plaintiffs of their rights to their inheritance.

(2) There is proper venue because:

(a) the suit involves a fraudulent contract entered into in Kansas;

(b) plaintiffs were tricked into signing deeds in 1959 and because defendant Margaret Sluga deprived plaintiffs of proper counsel.

(3) "Proper service was made on all defendants in Kansas and Illinois."

(4) Defendants have estopped themselves from claiming the defense of the one-year limitation in Federal Rules of Civil Procedure 60(b) by the way in which they negotiated the agreement. Rose Keller bases this contention on the following allegations:

(a) the present defendants made Margaret Sluga an improper party plaintiff in W-1811;

(b) the 1959 agreement has not been fulfilled;

(c) defendants have been hostile to plaintiffs;

(d) defendants have negated all efforts of plaintiffs to get their inheritance since the 1959 agreement;

(e) plaintiffs have not been able to get legal assistance because of defendants' interference;

(f) Rose Keller spent six weeks in Wichita in 1961 attempting to commence court action but was unsuccessful due to defendants' interference;

(g) Rose Keller denies signing the 1942 quitclaim deed to defendant Adolph Knoll and contends that Adolph Knoll tricked her into visiting Denver at the time so she could not discover what was going on;

(h) defendants were enriching themselves instead of probating the estate of their parents. In this regard, Rose Keller alleges that defendants did not probate their *mother's* estate until 1957 so they could secretly probate a substitute will in lieu of their *father's* genuine will.

(5) Rose Keller concludes that a court of equity has power to do justice where a contract has never been fulfilled and states that defendant Stephanie Knoll assaulted her in 1957, breaking her glasses and hearing aid.

E. Plaintiff "Anna Knoll's Answer To Defendants' Motion To Dismiss"

Plaintiff Anna Knoll lists the following reasons why the suit should not be dismissed:

(1) Complete diversity of citizenship exists between all *indispensable* parties because:

(a) Anna Knoll and Rose Keller were the only proper parties plaintiff in W-1811;

(b) defendants Adolph and Stephanie Knoll were parties to the 1959 agreement but were not parties to the 1959 litigation;

(c) the indispensable parties to this suit are Anna Knoll and Rose Keller as plaintiffs and only those named defendants who are Kansas residents, thus contending that defendants Margaret Sluga, and Adolph

and Stephanie Knoll are not indispensable parties to this lawsuit.

(2) Venue is proper because the suit involves a contract made in Kansas by residents of Kansas and Illinois which has never been fulfilled; and because the requirements of Kan. Sess. Laws 1963, ch. 303, 60-303(3) and 60-305(3) have been met.

(3) Service of process was proper because:

(a) non-resident defendants were served in accordance with Kan. Sess. Laws 1963, ch. 303, 60-307(c), and

(b) Kansas residents were served in accordance with Federal Rules of Civil Procedure 4.

(4) The court has power to give relief because the suit involves an unfulfilled contract. Defendants are estopped from claiming the one-year limitation in Federal Rules of Civil Procedure 60(b) by:

(a) their conduct in making Margaret Sluga an improper party plaintiff in W-1811;

(b) in depriving plaintiffs of proper counsel;

(c) in negating plaintiffs' efforts to nullify the 1959 agreement;

(d) because Federal Rules of Civil Procedure 60(6) does not limit the power of a court to entertain an independent action to relieve a party from a judgment due to a fraud on the court;

(e) the parties to W-1811 have not settled their differences amicably as recited in the Court's order of Dismissal in W-1811.

(5) Anna Knoll contends that others have fraudulently signed her name to documents for years:

(a) Anna Knoll denies signing a Bill of Sale for an automobile to defendant Alex Knoll shortly after her mother's death (See Plaintiff Anna's Answer Exb. A)

(b) Rose Keller denies signing a Bill of Sale to defendant Alex Knoll involving the same automobile. (See Plaintiff Anna's Answer Exb. C).

(c) Plaintiffs deny signing an assignment to defendant Adolph Knoll on July 23, 1943 covering thirty-six (36) shares of capital stock in the Graham County National Farm Loan Association of Hill City. (See Plaintiff Anna's Answer Exb. D).

(d) Plaintiffs have no knowledge of ever signing the 1942 quitclaim deed to defendant Adolph Knoll.

(e) Plaintiffs have no knowledge of ever signing a waiver of notice of hearing of administration. (See Plaintiff Anna's Answer Exb. E).

(6) Plaintiff Anna Knoll contends plaintiffs are seeking to set aside an order of dismissal procured by fraud based on an agreement which has never been carried out.

ANALYSIS

As indicated *supra* defendants assert four separate grounds for dismissing the present action. Since we find that a consideration of the first ground, *i.e.*, diversity of citizenship, is determinative of the motion, we need not reach a consideration of the venue, service and time limitation contentions.

28 U.S.C.A. § 1332 provides that district courts shall have original jurisdiction of all civil suits where the jurisdictional amount is present and is between citizens of different states. Under the well-settled rule of *Strawbridge* v. *Curtis*,

3 Cranch 267, 2 L. ed. 435 (1806), there must be *complete* diversity between the plaintiffs on the one hand and the defendants on the other, *i.e.*, each plaintiff must be able to sue each defendant.

We emphasize that whether or not a given person was a "proper party" to the earlier litigation (*Keller* v. *Knoll*, No. W-1811, *supra*) is completely immaterial. Diversity of citizenship is to be determined according to the alignment of interests in *this* suit. Further, it is immaterial that complete diversity between the parties may have existed at some time in the past, or may exist at some time in the future. Complete diversity is to be tested not at the time the cause of action arose, nor at the time a prior suit was decided, but is to be determined as of the date of the filing of *this* lawsuit. *E.g.*, *Smith* v. *Sperling*, 354 U.S. 91, 93, 1 L. ed. 2d 1205, 1209 n. 1 (1957); *Janzen* v. *Goos*, 302 F. 2d 421 (8th Cir. 1962); *McNello* v. *John B. Kelly, Inc.*, 283 F. 2d 96 (3d Cir. 1960); *Wright, Federal Courts* § 28 (1963).

It is clear from the face of the complaint at bar that complete diversity is lacking. A further consideration must be made, however. The principle of complete diversity applies to proper, conditionally necessary and indispensable parties. See 3 *Moore, Federal Practice* ¶¶ 19.02, 19.05[2], 19.19, 20.07[1] (2d ed. 1963). But since the joinder of a proper party is permissive, a proper party need not join or be joined; and if joined, a plaintiff may, pursuant to Federal Rules of Civil Procedure 21, be permitted to drop a proper party whose presence destroys diversity jurisdiction. *E.g.*, *Weaver* v. *Marcus*, 165 F. 2d 862 (4th Cir. 1948). A conditionally necessary party need not be joined if his joinder would defeat federal jurisdiction; and if originally joined he may be dropped pursuant to Rule 21. See 3 *Moore, Federal Practice* ¶¶ 19.05[2], 19.19, 19.20 (2d ed. 1963). The court, however, may not disregard the citizenship of indispensable parties, and if the presence of an indispensable party destroys complete diversity, the action must be dis-

missed for lack of federal jurisdiction. *Wright, Federal Courts* § 29 (1963); 3 *Moore, Federal Practice* ¶¶ 19.05[2], 19.19 (2d ed. 1963).

The determinative question of the matter at bar, therefore, is this: Are defendants Margaret Sluga, Adolph Knoll and Stephanie Knoll indispensable parties to this lawsuit? If they are, plaintiffs cannot drop them from the case and diversity jurisdiction is destroyed. If these defendants are merely proper parties, they may be dropped by plaintiffs pursuant to Rule 21, diversity jurisdiction would be saved, and the court would be led to a consideration of the other contentions raised by defendants' motion to dismiss. Plaintiffs contend that Margaret Sluga and Adolph and Stephanie Knoll are not indispensable parties.

A proper party is one who *may* join as a plaintiff or be joined as a defendant under the permissive joinder provisions of Federal Rules of Civil Procedure 20. A conditionally necessary party is one who has an interest in the controversy and who *ought* to be a party where feasible so the entire controversy may be determined, but his interest is sufficiently separable that a court can render an equitable judgment without his presence. See *Shields* v. *Barrow*, 7 How. 130, 15 L. ed. 158 (1855); 3 *Moore, Federal Practice* ¶¶ 19.07, 19.19 (2d ed. 1963).

An indispensable party, on the other hand, is one who has such an interest in the controversy before the court that the court cannot render an equitable judgment without having jurisdiction over him. See 3 *Moore, Federal Practice* ¶ 19.07 (2d ed. 1963).

Plaintiffs contend that Margaret Sluga, Adolph Knoll and Stephanie Knoll are not indispensable parties. We cannot agree. Margaret Sluga is alleged to have been a material participant in the purported fraud around which this lawsuit seems to be based. With regard to defendant Margaret Sluga, plaintiffs have alleged that:

(a) she was made an improper party plaintiff in W-1811 as a part of the fraud perpetrated on plaintiffs, and was secretly working for defendants even though named as a party plaintiff in the earlier litigation;

(b) she delayed signing the oil company division orders to camouflage her role in depriving plaintiffs of their inheritance;

(c) she and defendant Mary Bittel have negated all efforts of plaintiffs to nullify the 1959 agreement and have negated the efforts of plaintiffs to obtain legal assistance;

(d) she played an "important role" in tricking plaintiffs to sign the 1959 deeds "in that she deprived plaintiffs of proper legal counsel when she suggested that plaintiffs adversaries pay plaintiffs' lawyer fees." (Complaint, p. 6);

(e) she materially aided the other defendants in hiding the 1942 quitclaim deed to defendant Adolph from plaintiffs during the 1957 hearing concerning a determination of descent.

A person as deeply involved in the factual pattern on which a cause of action is based as defendant Margaret Sluga is alleged to be, must be considered an indispensable party to the suit. We so hold.

We also hold that defendants Adolph and Stephanie are indispensable parties to this suit—not only because of their alleged involvement in the purported fraud, but also due to the relief for which plaintiffs pray.

Plaintiffs allege that defendants Adolph and Stephanie Knoll, along with defendant Margaret Sluga and her husband, Michael tricked Rose Keller into signing the 1959 deeds. This allegedly fraudulent transaction is one of the primary foundations on which plaintiffs base the lawsuit. Further, Adolph Knoll and Margaret Sluga were signa-

tories to the 1959 agreement, which plaintiffs ask to be set aside.

Plaintiffs also ask that the three-part deed of 1959 be voided. Adolph and Stephanie Knoll and Margaret Sluga were grantors along with Rose Keller of that deed. Adolph Knoll and Margaret Sluga are receiving royalty payments as a result of the 1959 agreement, which payments plaintiff pray be suspended. Plaintiffs also pray that the 1949 and 1951 deeds from defendants Adolph and Stephanie Knoll to defendant Alex Knoll be voided. Finally, plaintiffs ask that the 1942 quitclaim deed from the other heirs (including Margaret Sluga) to defendant Adolph Knoll be voided.

Clearly, defendants Adolph and Stephanie Knoll and Margaret Sluga are intricately involved in the factual basis of this lawsuit and also intimately interested in the relief given. In *Roos* v. *Texas Company,* 23 F. 2d 171 (2d Cir. 1927), *cert. denied,* 277 U.S. 587, 72 L. ed. 1001 (1928), it was held that if parties' rights are so entangled with one another that it is virtually impossible in a decree to protect those that may be absent, those parties are indispensable to the litigation. Further, parties have been held indispensable because the judgment would be of "immediate concern" to them. See *Texas* v. *Interstate Commerce Commission,* 258 U.S. 158, 66 L. ed. 531 (1921). Generally speaking, in a suit for reformation, rescission, or cancellation of a contract; or to alter the terms of a trust agreement; or to set aside a lease or conveyance, all of the parties thereto are indispensable. See 3 *Moore, Federal Practice,* ¶¶ 19.07, 19.08, 19.09, 19.10 (2d ed. 1963).

No equitable judgment could be made in this matter without jurisdiction over defendants Margaret Sluga, Adolph Knoll and Stephanie Knoll because plaintiffs ask that deed to which these defendants are parties be voided; agreements to which these defendants were signatories be set aside; royalty payments currently going to these defendants be suspended. This court could not equitably grant

such relief without jurisdiction over these individual defendants.

As a result, we must conclude that defendants Margaret Sluga and Adolph and Stephanie Knoll are indispensable parties to this lawsuit; their presence cannot be disregarded in determining jurisdictional questions. And they may not be dropped from the suit in order to save jurisdiction. Accordingly, we conclude there is a lack of the complete diversity required between plaintiffs and defendants and that this suit must be dismissed for a want of federal jurisdiction. Not having jurisdiction of this matter, there is no method by which this court can consider the merits of plaintiffs contentions.

Since we have ruled that no diversity jurisdiction exists in this case, we do not reach a consideration of defendants' contentions as to venue, service of process, and time limitations.

IT IS ORDERED that the action be dismissed for a want of federal jurisdiction.

At Wichita, Kansas, this 10th day of December, 1964.

(Signed) WESLEY E. BROWN*
United States District Judge

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* The copy of the Memorandum Opinion (filed December 10, 1964) received by each of the Petitioners was typed as shown, but no handwritten signature actually appeared thereon.

Appendix 6

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

Civ. No. W-3239

ANNA KNOLL, ROSE KELLER, *Plaintiffs*

v.

ALEX KNOLL; JOSEPHINE KNOLL; JOE KNOLL; ADAM KNOLL; WENDELIN KNOLL; MARY BITTELL; ADOLPH KNOLL; STEPHANIE KNOLL; MARGARET SLUGA; CASEY JONES; MOBIL OIL COMPANY, *Defendants*

JUDGMENT

The Court, on December 10, 1964, having filed with the Clerk of the Court his Memorandum of Opinion, does now enter its judgment in accordance therewith.

IT IS THEREFORE ORDERED AND ADJUDGED that plaintiffs be and they hereby are denied any relief, as prayed for, and it is Ordered that the action be dismissed for a want of federal jurisdiction.

(Signed) WESLEY E. BROWN*
Judge

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* The copy of the Judgment (filed December 14, 1964) received by each of the Petitioners was not actually signed but was rubber-stamped as shown.

Appendix 7

ANNA KNOLL and ROSE KELLER, *Appellants,*

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, and MOBIL OIL COMPANY, *Appellees.*

No. 8140.

UNITED STATES COURT OF APPEALS
TENTH CIRCUIT.

Aug. 23, 1965.

Rehearing Denied Sept. 22, 1965.

* * * * * * * * * *

Before PHILLIPS, PICKETT and LEWIS, Circuit Judges.

PER CURIAM.

Appellants filed this action in the United States District Court for the District of Kansas, alleging, in substance, that they lost their rights of inheritance in their parents' farm in Kansas as a result of the fraud of the defendants. Upon timely motion, the trial court dismissed the action for lack of the requisite diversity of citizenship. The jurisdictional allegation of the complaint states that one of the plaintiffs is a citizen of the District of Columbia, and the other a citizen of the State of Illinois. It also recites

that while some of the defendants are citizens of Kansas, other defendants are citizens of the State of Illinois.[1] It is obvious there is no diversity of citizenship between the plaintiff and the defendants who are citizens of Illinois. It has long been held that diversity means "total diversity." That is, all the parties on one side must have citizenship diverse to those on the other side. Strawbridge v. Curtiss, 3 Cranch 267, 7 U.S. 267, 2 L. Ed. 435; Treinies v. Sunshine Mining Co., 308 U.S. 66, 60 S. Ct. 44, 84 L. Ed. 85, rehearing denied 309 U.S. 693, 60 S. Ct. 464, 84 L. Ed. 1034; Wagner v. Flora, 10 Cir., 290 F. 2d 508; 28 U.S.C. § 1332; 1 Moore, Federal Practice, ¶ 0.60 [8.-4, pp. 644-645; Wright, Federal Courts, § 24, pp. 71-72.

We are also in agreement with the trial court's finding that all the parties are indispensable to the lawsuit, and that none could be dropped or realigned.

Affirmed.

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[1] Paragraph 1 of the complaint reads in part: "Plaintiff Anna Knoll is a citizen of the District of Columbia with a post-office address at 1500 Massachusetts Ave, N.W., Washington, D. C. Plaintiff Rose Keller is a citizen of the State of Illinois with a post-office address at West 33rd Street, Route 1, Box 89, Zion, Illinois. Defendants Alex Knoll, Josephine Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Mary Bittel, and Casey Jones are citizens of the State of Kansas. Defendants Adolph Knoll, Stephanie Knoll, and Margaret Sluga are citizens of the State of Illinois. The Mobil Oil Company is a corporation doing business in the State of Kansas. * * *"

Appendix 8

LEGAL NOTICES

(First Published in The Hill City Times. October 24, 1957)

In the Probate Court of Graham County, Kansas

In The Matter Of The Estate of

Rosa Knoll, Deceased

No. D-189

Notice of Hearing

State of Kansas to all persons concerned:

You are hereby notified that a petition has been filed in the probate court of Graham County, Kansas, by Alex Knoll, as a son, one of the heirs at law of Rosa Knoll, deceased, and as the owner of real estate hereinafter described, praying for the determination of descent of the following described real estate situate in Graham County, Kansas, to-wit:

> East Half (E½) of Section Ten (10) Township Ten South (10S), Range Twenty-five West (25W), Graham County, Kansas

and all other property, real and personal or interests therein owned by the said Rosa Knoll at the time of her death: and you are further notified that all the statements and allegations therein contained are by reference made a part of this notice as fully as if copied herein in full: and you are hereby required to file your written defenses thereto on or before the 15th day of November, 1957, at the hour of 10:00 a.m. of said date in said court in the city of Hill City, Graham County, Kansas, at which time and place said cause will be heard. Should you fail therein judgment and decree will be entered in due course upon said petition.

Alex Knoll, Petitioner.

Casey Jones, Attorney for Petitioner.

Appendix 9

INHERITANCE TAX COMMISSION OF THE STATE OF KANSAS

No. 86903

Estate of P. A. Knoll

County of Graham

Decedent died testate, Jan. 14th, 1938.

ORDER

When the decedent died as above indicated he owned property described and valued as follows:

Personalty	$ 890.00
Real Estate E½	
Section Lot 10	
Twp. 10	
Range Block 25	
Name of County or City Graham County	
	5,755.00
Total Value of Estate	$6,645.00
Debts, expenses of administration, etc., allowed	None
Remainder, constituting the tax base	$6,645.00

From the evidence filed the property is found to pass in shares as follows:

Name Rosa Knoll

Relationship Widow

Share—less ~~that~~ then exemption allowed

In accordance with the foregoing data no tax liability is found to exist against the succession to any of the above shares, and it is now, by the Inheritance Tax Commission on July 11th, 1938.

DETERMINED, That no tax is chargeable against the succession to any distributive share of the estate.

The secretary will transmit a certified copy of this order to the probate court of Graham County.

STATE OF KANSAS
INHERITANCE TAX COMMISSION

I, Clarence Smith, Secretary of the Inheritance Tax Commission of the State of Kansas, do hereby certify that the above and foregoing is a true and correct copy of the order made by the Commission in the determination of the value and the tax upon legacies and successions in connection with the above-entitled estate, as the same appears of record in the office of the Inheritance Tax Commission.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the official seal of the Inheritance Tax Commission, on July 11th, 1938.

CLARENCE SMITH
Secretary.

[SEAL]

Appendix 10

STATE OF KANSAS
DEPARTMENT OF REVENUE
OFFICE OF THE DIRECTOR OF REVENUE
TOPEKA

Inheritance Tax Division
Phone CE-50011 Ext. 649

September 30, 1960
Estate of P. A. Knoll, Dec'd, 86903

Miss Anna Knoll
1500 Massachusetts Ave. N. W.
Apt. 603
Washington 5, D. C.

Dear Miss Knoll:

The file in the above captioned estate is on microfilm and upon consulting it, it is found that your father's estate was probated in Graham County, Kansas, and a report was made under th signature and seal of E. L. McClure, Probate Judge of Graham County, showing he died owning livestock and farm implements valued at $890.00 and all of Section 10, Township 10, Range 25, Graham County, valued at $5,755.00.

The report on Form 22 showed that your father died testate leaving the entire estate to Rosa Knoll, age sixty, widow. A finding to that effect was issued on July 8, 1938.

The information was all contained on one form and the fee for a certified copy of the form is $1 per copy, payable in advance. Since this report was made by the Probate Judge of Graham County, it must be considered authentic and the Division can give you no assistance other than to forward a certified copy of the report if you wish to forward

a check drawn to the order of the Director of Revenue, covering the $1 fee for each copy.

Very truly yours,

DEPARTMENT OF REVENUE

By:

M. C. Lempenau, Chief
Inheritance Tax Division

FOR DIRECTOR OF REVENUE

MCL:llr

Appendix 11

AFFIDAVIT

State of Kansas
County of Trego } ss

Alex Knoll, of lawful age, being first duly sworn on his oath, deposes and says:

That he is the son (Relationship) of P. A. Knoll, deceased. That the said P. A. Knoll was a citizen and resident of Graham County, Kansas, and departed this life, intestate, on the 14 day of Jan., 1938;

That no probate proceedings were had on the estate of the decedent for the reason that none were necessary. That all bills, accounts and charges of the decedent, including the expenses of his last illness and funeral have been paid in full;

That at the time of his death, the said P. A. Knoll was the lawful owner of the following described vehicle:
Make Dodge Sedan Year 1936 Model .....
Engine Number J61 117 Serial Number .....
for which Kansas Certificate of Title No. none was issued had been duly issued to the decedent. The last license tag number on said vehicle was 76-725;

That the said P. A. Knoll left surviving him as his sole and only heirs at law the following:

Rosa Knoll—Age 36, Daughter; Mary, 34, daughter; Anna Knoll, 32, daughter; Adolph Knoll, 26, Son; Margaret Knoll, 21, Daughter.

Name	Age	Relationship
Mrs. Rosa Knoll, Deceased-12/13/41	64	Widow
Joe Knoll	41	son
Alex Knoll	40	son
Adam Knoll	38	son
Wendell Knoll	37	son

* That the above named heirs at law have executed a bill of sale to said vehicle to Alex Knoll.

* xxxxxxxxxxxxx of the decedent and claims the whole and complete title to the said vehicle under the provisions of Section 22-511, General Statutes of Kansas, 1935, as exempt personal property of the decedent.

* Affiant further states that Mrs. Rosa Knoll passed away Dec. 13, 1941, and wishes to have Fee Receipt No. B459913 transferred to him.

ALEX KNOLL
Affiant

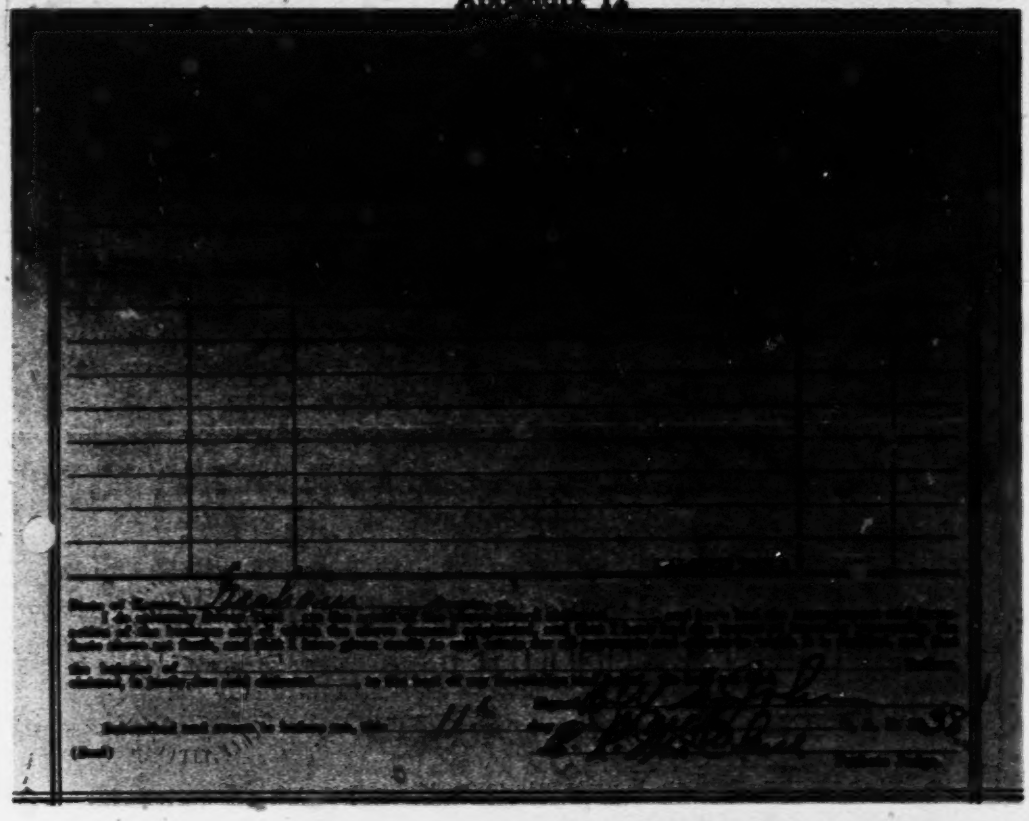
Subscribed in my presence and sworn to before me this 19 day of December, 1941.

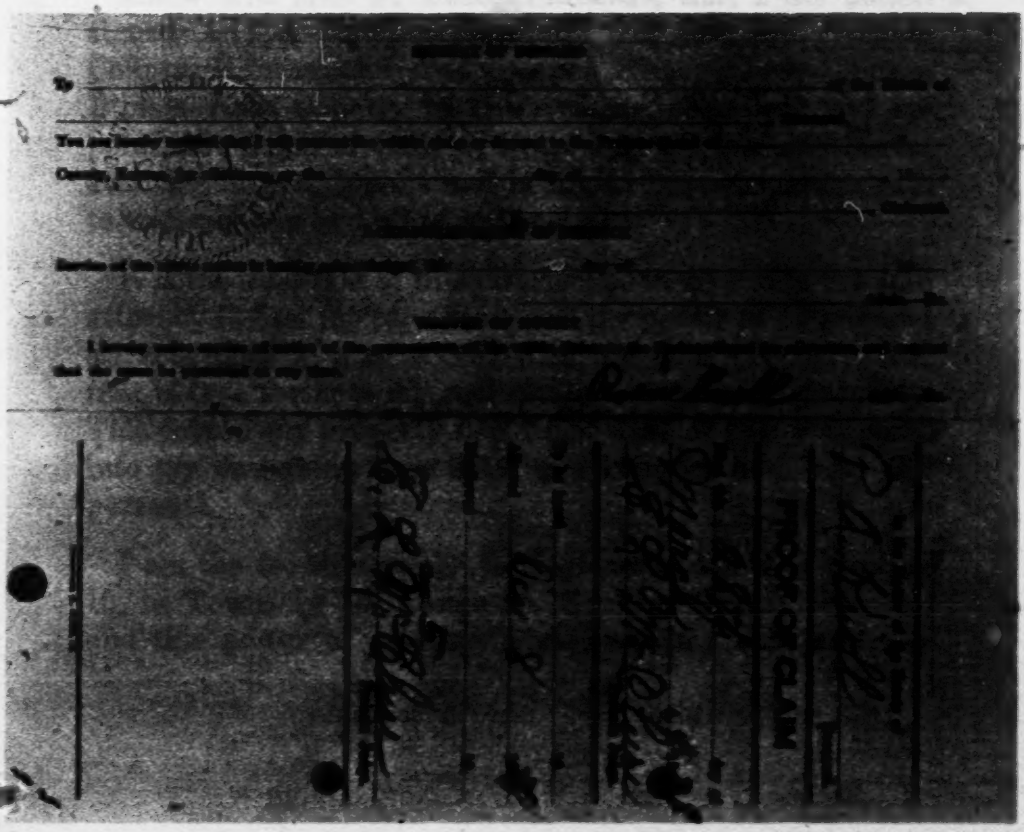
GRACE KYSAR
Notary Public

(SEAL)

My Commission Expires June 22, 1942.

* Cross out if not applicable.





Appendix 13

#1907

POWER OF ATTORNEY

ADOLPH KNOLL
To
JOE KNOLL.

Filed for record on the 5 day of June, A.D. 1944 at 4:00 P.M.

Helen Herren,
Register of Deeds,

SEAL

POWER OF ATTORNEY

STATE OF KANSAS, GRAHAM COUNTY, ss:

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned Adolph Knoll a single man of Morland Graham County, Kansas, and 1546 Jackson Street North Chicago Illinois, Lake County, do hereby make, constitute and appoint, Joe Knoll of Collyer, Kansas as my true and lawful attorney in fact, for me and in my name, place and stead, to transact any and all of my business.

It is the intention of this instrument to give unto my said attorney in-fact the said Joe Knoll the power to do any and all acts that he may see fit with my said property, and that is true for both my real estate and personal property. This covers any property that I now have or that may come into my ownership here after and includes both real and personal.

I am the fee-title owner to the East one-half of Section 10, in Township 10, Range 25, Graham County, Kansas, and this power of attorney gives unto my said attorney

in fact the full power to sell and dispose of said land; to lease and collect rents both for crops and rentals due or that may come due on oil and gas leases and any and all other leases, said power of disposal; the leasing of said land; the collection of rents and the managing of said real estate to be as fully and completely as I could or might do if I was personally present to sell, lease or manage said land.

It is the intention of this instrument to give Joe Knoll full power to accept any money or property coming to me and to receipt for the same which is to be as binding on me as though I had received the money and receipted for the same myself.

It is the further intention of this power of attorney to give to Joe Knoll full power to lease any part or all my said real estate for oil and gas purposes and other minerals and said leasing is left wholly and entirely up to the said Joe Knoll.

It is the purpose of this Power of Attorney to give to the said Joe Knoll any and all power that I the owner have with reference to the use, management, leasing, selling and handling of the real estate mentioned herein and any and all I may acquire; that is he now has the full power to do any and all acts that I myself could do.

I do hereby confirm and ratify any and all acts done by said attorney in fact or either or any of said acts in connection with the above described real estate, and any and all personal property that I now own or may own and all real estate I now own or may own.

This power of attorney includes the right to pay taxes from any revenue that may come from the land and to mortgage the same and to do any and all other acts that the said Joe Knoll believes or might believe should be

done and all things are left entirely up to him and his judgment.

Dated at Hill City, Kansas, this 24th day of September 1942.

ADOLPH KNOLL

STATE OF KANSAS, GRAHAM COUNTY.

BE IT REMEMBERED, that on this 23rd day of September 1942, before me the undersigned County Clerk in and for the County and State aforesaid came Adolph Knoll, a single man, who is personally known to me to be the same person who executed the above and foregoing power of attorney and who duly acknowledged the execution of the same, and stated to me that he was of lawful age and knew the contents of the instrument that he had just signed and that it gave Joe Knoll full power of attorney to handle and manage his land and property as fully and completely as he could do himself.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

(OFFICIAL SEAL)

R. A. COLLINS,
County Clerk of Graham County, Ks.

Appendix 14

(First Published in The Hill City Times June 14, 1945.)

Notice of Appointment. Administrator C. T. A.

STATE OF KANSAS, GRAHAM COUNTY, ss.

In the Probate Court of Said County

IN THE MATTER OF THE ESTATE OF P. A. KNOLL, DECEASED

Late of Graham County, Kansas

NOTICE IS HEREBY GIVEN TO THE creditors, heirs, devisees, legatees and all others concerned, that on November 11, 1944, the undersigned was, by the Probate Court of Graham County, Kansas, duly appointed and qualified as Administrator C. T. A. of the estate of P. A. Knoll, deceased, late of Graham County, Kansas, and that on June 12, 1945, said Court ordered this notice to be published.

All parties interested in said estate will take notice, and govern themselves accordingly. All demands not exhibited within nine months from the date of the first publication of the above notice shall be forever barred.

JOE KNOLL,
Administrator C. T. A.

ATTEST:

E. L. MCCLURE, Probate Judge.
W. L. SAYERS, Attorney. 50-3

Filed June 28, 1945,
E. L. MCCLURE,
Probate Judge.

Appendix 15

(First Published in The Hill City Times May 15, 1947.)

STATE OF KANSAS, GRAHAM COUNTY, ss.

In the Probate Court of said County and State

IN THE MATTER OF THE ESTATE OF P. A. KNOLL, DECEASED

Notice of Final Settlement

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that a petition has been filed in said Court by Joe Knoll, Administrator praying for approval of final accounting, now on file in said Court, for allowance of claims for cost and expenses of administration of said estate, for an order finding and adjudging who are the heirs, devisees and legatees of said deceased, for judgment determing the descent of all the property of said estate in the State of Kansas, including the Real Estate, and assigning it to the parties entitled thereto, and for an order discharging the undersigned as administrator of said estate.

You are hereby required to file your written defenses thereto, on or before June 6, 1947, at 2 o'clock P. M., of said day, in said Court in the city of Hill City, Kansas, at which time and place said cause will be heard. Should you fail therein, judgment and decree will be entered in due course upon said petition.

WITNESS by hand this 10 day of May, 1947.

JOE KNOLL, Administrator. 46-3

Filed May 31st.
E. L. MCCLURE,
Probate Judge.

Appendix 16

DEED—GENERAL WARRANTY

THIS INDENTURE, Made this 25th day of February A. D. 1949, between Adolph Knoll and his wife Stephanie Knoll, of 808 Cummings Avenue, Waukengan, Illinois, of..... County, in the State of.....of the first part, and Alex Knoll of Graham County, in the State of Kansas of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Nine Thousand Six Hundred and no/100 .....and..... 100
DOLLARS,

the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto said party of the second part his heirs and assigns all the following-described REAL ESTATE situated in the County of Graham and State of Kansas to-wit:

Southeast Quarter of Section 10, Township 10, Range 25, ($11.00 Revenue stamps cancelled 5-11-50 Reg of Deeds)

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said Grantors for themselves, their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents, they lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all singular the above-granted and described premises, with the appurtenances; that the same are free, clear, discharged, and unincumbered of and from all former and other grants, titles, charges, estates,

judgments, taxes, assessments and incumbrances of what nature or kind soever

Except outstanding minerals of record.

and that they will WARRANT AND FOREVER DEFEND the same unto said party of the second part his heirs and assigns, against said parties of the first part their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

ADOLPH KNOLL
STEPHANIE KNOLL

STATE OF ILLINOIS } ss.
COUNTY OF LAKE }

BE IT REMEMBERED, That on this 21st day of March A. D. 1949, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Adolph Knoll and Stephanie Knoll, husband and wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

A. O. CAPP,
Notary Public

Term Expires March 4, 1950 (SEAL)

Entered in Transfer Record in my office this 11 day of May A. D. 1950.

A. H. RUTHERFORD
County Clerk

Appendix 17

GENERAL WARRANTY DEED

THIS INDENTURE, Made this 21st day of February, A.D. 1951, between Adolph C. Knoll and Stephanie D. Knoll, his wife of 2300 Ridgeland Avenue, Waukegan, Illinois, of the first part and Alex Knoll of Graham County in the State of Kansas of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Exchange of Property .....DOLLARS,

the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part his heirs and assigns, all the following-described REAL ESTATE situated in the County of Graham and State of Kansas, to-wit:

The Northeast Quarter of Section 10
Township 10, Range 25 Graham County, Kansas.

It is understood and agreed that the grantors herein retain the landlords share of growing crop and the landlords share of the crop planted and harvested in the year of 1951.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances, hereunto belonging or in anywise appertaining, forever.

And said grantors for themselves and for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents, they are lawfully seized in their own right of an obsolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted and described premises, with the appurtenances; that the same are free, clear, discharged, and

unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind soever.

and that they will WARRANT AND FOREVER DEFEND the same unto said party of the second part his heirs and assigns, against said parties of the first part their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

ADOLPH C. KNOLL
STEPHANIE D. KNOLL

STATE OF ILLINOIS } ss.
COUNTY OF LAKE }

BE IT REMEMBERED, That on this 21st day of March, A.D. 1951, before me the undersigned, a Notary Public in and for the County and State, aforesaid, came Adolph C. Knoll and Stephanie D. Knoll, his wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.

DAVID H. EDWARDS
Notary Public.

My term expires
June 10, 1952 (SEAL)

ENTERED in Transfer Record in my office this 2 day of Aug. A.D. 1951.

ALBERT MITCHEM
County Clerk.

Appendix 18

CASEY JONES
HILL CITY, KANSAS

DECEMBER 13, 1957

Adolph Knoll
2300 Richland
Waukegan, Illinois

Friend Adolph:

We have had photostated the original quit claim deed dated August 1942 from the Knoll heirs to Adolph Knoll. This reflects the signatures of all of the Knoll children excepting yourself who was the grantee in the deed. I am sending this to you at the request of Alex so that your sisters and brothers may see it so that they will know positively that their names appeared on the deed. If you note the recording date is on the deed and the acknowledgements.

This will certainly satisfy all that they signed the deed.

Thanking you for this and past favors and wishing you a Merry Christmas and a Happy New Year, I am

Yours truly,

/s/ CASEY JONES

of the first part,

of the second part,

for Dollars,

and Quit-Claim

of the second part, the ... and assigns, all the following described Real

in the County of ... and State of Kansas, to-wit:

... Township ... South, Range ... West.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand the day and year first above written.

EXECUTED AND DELIVERED IN THE PRESENCE OF

Jos Knoll
Anna Knoll
Wenzeslaus Knoll
Emma Knoll
Alois Knoll
Rose Knoll
Mrs. Mary Littel
Jos Littel
Agnes Knoll
Margaret Knoll

...personally known to me to be the same person...executed the within instrument of writing, and such person...duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my ...Seal, the day and year last above written.

Term Expires ...10-7-44... 19...

...
NOTARY PUBLIC

STATE OF KANSAS,

County of ..Graham.....) ss. BE IT REMEMBERED, That on this ..12.....day

of ...August..... A. D. 1942 before me, the undersigned, a ..Notary Public.....

.....in and for the County and State aforesaid, came.....

.....Wendelin Knoll & Caroline Knoll...who...are...personally known to me to be the same person who executed the within instrument of writing, and each person...duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year last above written.

Term Expires: My Commission Expires June 28, 1944

...
Notary Public

STATE OF KANSAS,

County of ..Graham.....) ss. BE IT REMEMBERED, That on this ..12.....day

of ..August..... A.D. 1942 before me, the undersigned, a .....Notary Public.....

.....in and for the County and State aforesaid, came.....

..Wendelin Knoll & Caroline Knoll.....who..... personally known to me to be the same person who executed the within instrument of writing, and such person...duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year last above written.

Term Expires: My Commission Expires June 28, 1944

...
Notary Public

STATE OF KANSAS

County of ..Graham.....) ss.

Before me, the undersigned, A Notary Public in and for said County and State, on this ..12.... day of ..August.....1942, personally appeared...Wendelin Knoll & Caroline Knoll.....

.....to me personally known and known to me to be the identical person...who executed the within and foregoing instrument and acknowledged to me that ..they.....executed the same as ..their....free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the date and year last above written.

Term Expires: My Commission Expires June 28, 1944

...
Notary Public.

STATE OF KANSAS

County of [redacted] ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this [redacted] day of [redacted] 1942, personally appeared [redacted] to me personally known and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that [redacted] executed the same as [redacted] free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the date and year last above written.

Term Expires [redacted]

Notary Public.

STATE OF [redacted]

County of [redacted] ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this [redacted] day of [redacted] 1942, personally appeared [redacted] to me personally known and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that [redacted] executed the same as [redacted] free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the date and year last above written.

[redacted]

Notary Public.

STATE OF KANSAS

County of [redacted]

Before me, the undersigned, a Notary Public in and for said County and State, on this [redacted] day of [redacted] 1942, personally appeared [redacted] to me personally known and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that [redacted] executed the same as [redacted] free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the date and year last above written.

Term Expires June 3-1945

Notary Public

DEED

Appendix 19

QUIT CLAIM DEED

THIS INDENTURE, Made this 23rd day of July, 1959, between Anna Knoll a single person, of Washington, D. C., Joe Knoll, a single person, of Saline County, Kansas; Adam Knoll and Barbara Knoll, his wife, of Ellis County, Kansas, in the State of Kansas, of the first part, and Alex Knoll and Josephine Knoll, his wife, of Graham County, in the State of Kansas, of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of

One ($1.00) . . . . . DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, REMISE, RELEASE AND QUIT-CLAIM, unto said parties of the second part, their heirs and assigns, all the following-described REAL ESTATE, situated in the County of Graham and State of Kansas, towit:

East Half (E/2) of Section 10, Township 10 South, Range 25 West.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Executed and delivered
in presence of WITNESSES

ANNA KNOLL
JOE KNOLL
ADAM KNOLL
BARBARA KNOLL

STATE OF KANSAS ss ACKNOWLEDGEMENT FOR INDIVIDUAL
COUNTY OF SEDGWICK (Kans. Okla and Colo)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of July, 1959, personally appeared Anna Knoll, a single person and Joe Knoll, a single person; and Adam Knoll and Barbara Knoll, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

PAULINE ARNETT
Notary Public

My commission expires February 23, 1963

(SEAL)

Entered in Transfer Record in my office this 28 day of July A.D. 1959

C. E. CAFFERTY By
MABEL CAFFERTY, Deputy
County Clerk.

Appendix 20

QUIT CLAIM DEED

THIS INDENTURE, Made this 23rd day of July, A. 1959, between Wendeline Knoll and Caroline Knoll, his wife, of Russell County, State of Kansas; and Mary Bittel and Joseph Bittel, her husband, Barton County, in the State of Kansas, of the first part, and Alex Knoll and Josephine Knoll, his wife of Graham County, in the State of Kansas, of the second part,

WITNESSETH, That said parties of the first part, in consideration of the sum of

One — — — — — — — — — — — — — DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, REMISE, RELEASE, AND QUIT-CLAIM, unto said parties of the second part, their heirs and assigns, all the following-described REAL ESTATE, situated in the County of Graham and State of Kansas, towit:

East Half (E/2) of Section 10, Township 10 South, Range 25 West.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Executed and delivered in presence of WITNESSES.

WENDELIN KNOLL
CAROLINE KNOLL
MARY BITTEL
JOSEPH BITTEL

STATE OF KANSAS, COUNTY OF BARTON SS.

ACKNOWLEDGEMENT FOR INDIVIDUAL
(Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 24th day of July, 1959, personally appeared Mary Bittel and Joseph Bittel, her husband to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

BETTY J. SLOAN
Notary Public

My commission expires
April 24, 1961 (SEAL)

STATE OF KANSAS, COUNTY OF RUSSELL, SS,
ACKNOWLEDGEMENT FOR INDIVIDUAL
(Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of July, 1959, personally appeared Wendelin Knoll and Caroline Knoll, his wife to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

RALPH PECK
Notary Public

My commission expires September 9, 1961 (SEAL)

Entered in Transfer Record in my office this 28th day of July A.D. 1959

C. E. CAFFERTY,
By MABEL CAFFERTY,
Deputy County Clerk

Appendix 21

QUIT CLAIM DEED

THIS INDENTURE, Made this 23rd day of July, 1959, between Adolph Knoll and Stephanie Knoll, his wife; Margaret Sluga and Michael Sluga, her husband; and Rose Keller and Edward Keller, her husband, of Lake County, in the State of Illinois, of the first part, and Alex Knoll and Josephine Knoll, his wife of Graham County, in the State of Kansas, of the second part,

WITNESSETH, That said parties of the first part, in consideration of the sum of One DOLLAR, the receipt of which is hereby acknowledged, do by these presents, REMISE, RELEASE AND QUIT-CLAIM, unto said parties of the second part, their heirs and assigns, all the following-described REAL ESTATE, situated in the County of Graham and State of Kansas, to wit:

East Half (E/2) of Section 10, Township 10 South, Range 25 West

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Executed and delivered in
presence of WITNESSESS.

ADOLPH KNOLL
STEPHANIE KNOLL
MARGARET SLUGA
MICHAEL SLUGA
ROSE KELLER
EDWARD KELLER

STATE OF ILLINOIS, COUNTY OF LAKE, ss.

ACKNOWLEDGEMENT FOR INDIVIDUAL
(Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 24th day of July, 1959, personally appeared and Adolph Knoll, Stephanie Knoll, Margaret Sluga, Michael Sluga, Rose Keller, Edward Keller—to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

DAVID H. EDWARDS,
Notary Public

My Commission Expires
June 9, 1960 (SEAL)

Entered in Transfer Record in my office this 28 day of July, A.D. 1959

C. E. CAFFERTY,
By MABEL CAFFERTY,
Deputy County Clerk

Appendix 22

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of July, 1959, by and between JOE KNOLL, WENDELINE KNOLL, ADAM KNOLL, ADOLPH KNOLL, ANNA KNOLL, ROSE KELLER, MARGARET SLUGA and MARY BITTEL, as First Parties, and ALEX KNOLL and JOSEPHINE KNOLL, as Second Parties.

WITNESSETH:

WHEREAS, on March 20, 1959, Rose Keller, Anna Knoll and Margaret Sluga, filed an action in the United States District Court for the District of Kansas, numbered W-1811, against Alex Knoll, seeking a determination that the following described property, to-wit:

> The East One-Half (E/2) of Section 10, Township 10 South, Range 25 West, Graham County, Kansas,

be declared the trust property for the benefit of the First Parties; and

WHEREAS, the Southeast Quarter (SE/4) of the above described property is subject to an oil and gas lease from Second Parties to Casey Jones, dated July 16, 1954, and filed November 19, 1954, in Book 56 of O&G, at page 21, in the office of the Register of Deeds in and for Graham County, Kansas, and an oil and gas lease covering the Northeast Quarter (NE/4) of Section 10, Township 10 South, Range 25 West, Graham County, Kansas, from Second Parties to Casey Jones, dated June 29, 1951 and filed July 10, 1951 in Book 44 of O&G, at Page 142, in the office of the Register of Deeds in and for Graham County, Kansas; and

WHEREAS, production of oil and gas has been obtained by assignees and sub-assignees of the lessee, which production is in commercial quantities at this date; and

WHEREAS, the Parties of the First and Second Part desire to amicably settle their differences in said matter.

NOW, THEREFORE, in consideration of the premises and of the mutual and reciprocal convenants, promises, agreements and consideration herein set out, it is hereby agreed between the parties as follows:

FIRST: The First Parties agree to execute a Quit Claim Deed signed by themselves and their respective spouses in

favor of the Second Parties, extinguishing all of their right, title and interest, if any, in said property.

SECOND: The First Parties agree to dismiss their action heretofore filed, with prejudice, and each bear the expenses incurred by them to date, and Joe Knoll, Wendeline Knoll, Adolph Knoll and Adam Knoll agree to pay the cost of said action, together with the attorney fees incurred by the plaintiffs in this action.

THIRD: The Second Parties agree to execute an assignment of ¼th of ⅛th royalty interest in the lands above described, constituting a 1/256th interest in 8/8ths of the production, for each of the First Parties to this agreement, effective at 7:00 a.m., August 1, 1959.

FOURTH: The terms, provisions and conditions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

.....	.....
Joe Knoll	Wendeline Knoll
.....	.....
Adam Knoll	Adolph Knoll
.....	.....
Anna Knoll	Rose Keller
.....	.....
Margaret Sluga	Mary Bittel

FIRST PARTIES

.....	.....
Alex Knoll	Josephine Knoll

SECOND PARTIES

Appendix 23

Hill City, Kansas.
August 1, 1959.

Dear Knolls:—

I have delayed somewhat in writing you—I have a feeling I should. When I got the call from Bob Martin last week to go to Wichita I never hesitated—in less than 30 minutes I was on the way. I went without any visions of oil or money—someway I thought possibly I could be of help and I wanted to be. My mind went back to the first time I met your father—some time in the teens—almost 50 years ago. I had a lot of clients them days that were hard up—most everybody was. Most of them never had any money to pay a fee and I never charged them but I never felt that I got cheated. Pete was one of my clients and he always had something to give in exchange. Those early days remind me of the time my father rode a pony out to Western Kansas to look for a homestead. Settlers were a long ways apart—there were no roads. One day when the sun was low he followed a trail—it led to a little dug-out in a bank. The young married couple invited him in. They had scant accommodations—a makeshift bed for themselves—for him they laid out a buffalo robe. In the early days that I knew Pete he had a grateful heart and the buffalo robe was always out. He knew how to take the trials and tribulations of pioneer life—I didn't. I was young and ambitious. His calmness and certitude always amazed me. I never forgot it. At the time it seemed to be a kind of built-in character of his—but as I come to know him better I learned it wasn't so much that as it was a quality he had acquired thru the years of overcoming obstacles and difficulties. This realization came to me at a time when I was attending your church and listened to him sing. He always sang in the choir—he had a sweet tenor voice of the finest quality. I could easily distinguish it. It was thru his voice I realized that the tone of tender-

ness and quality had been acquired thru an abiding faith and a life of gratitude—the very things that he stood for. He had a quality of patience that I did not possess—he was slow to anger and charitable to the faults of others—and to a remarkable degree he possessed a sense of reverence. I was in need of all of these. At a time when I needed help—he helped.

In assisting you folks, if I was of help, I had a feeling that I was only making repayment of the debt of gratitude I owed to him. During these early days I never knew your mother.

I want to add in closing that it was a pleasure to meet you all and I want to extend to you, each of you, my kindest regards and best wishes.

Yours very sincerely,

Copies to all.

J. O. McVey

Appendix 24

NON-PARTICIPATING ROYALTY CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

That Alex Knoll and Josephine Knoll, his wife of Graham County, Kansas, hereinafter called Grantors for and in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto Joe Knoll, Wendeline Knoll, Adam Knoll, Adolph Knoll, Rose Keller, Anna Knoll, Mary Bittel and Margaret Sluga, in equal shares, hereinafter called Grantees, an undivided ¼ interest in and to all the oil, gas and other

minerals, in and under and that may be produced from the following described lands situated in Graham County, State of Kansas, to-wit:

> Northeast Quarter (NE/4) of Section 10, Township 10 South, Range 25 West, containing 160 acres more or less,

together with the right of ingress and egress for the purpose of obtaining the herein granted undivided interest in the royalty of oil, gas and other minerals.

It is the intention of this non-participating royalty conveyance to convey unto grantees, their heirs, successors and assigns the herein granted undivided interest in and to the royalty, of oil, gas and other minerals with royalty meaning an undivided one-eighth (⅛) share of the oil, gas and other minerals produced, saved and sold from said land, and grantees, their heirs, successors and assigns shall not be entitled nor required to sign any oil, gas or other mineral mining lease placed upon the above described land, provided that no such lease shall be executed which reserves as royalty less than one-eighth of all the oil, gas and other minerals produced from said land. A right of ingress and egress and the exclusive right of leasing said land for oil, gas and other mineral mining purposes is expressly excepted from this conveyance and reserved unto Grantors, their heirs, successors and assigns, who shall execute all oil, gas and other mineral mining leases and receive and retain all cash and other bonuses and delay rentals and overriding royalty interests, oil payments, and all royalties in excess of the said one-eighth royalty, accruing under any present or future oil, gas or other mineral mining lease placed upon said land, or the Grantors, their heirs, successors and assigns, may develop said land for oil, gas or other minerals; in which event, the interest herein granted shall be ¼ of one-eighth of all the oil, gas and other minerals produced and saved from said land.

Grantors agree to execute such further assurance as may be requisite for the full and complete enjoyment of the undivided royalty interest herein granted, and likewise agrees that the grantees herein shall have the right at any time to redeem for said grantors by payment, any mortgage, taxes or other liens on the above-described land upon default in payment thereof, and be subrogated to the rights of the holder thereof.

To Have and To Hold, The above-described property and easement with all and singular, the rights, privileges and appurtenances thereunto, in any wise belonging to the said grantees herein their heirs, successors, personal representatives and assigns for a period of the next one year from July 23, 1959, and as long thereafter as oil and/or gas is produced from these premises or the property is being developed or operated, and Grantors do hereby warrant said title to grantees, their heirs, successors, personal representatives, administrators and assigns against every person whomsoever claiming or to claim the same, or any part thereof.

Witness our hand this 23rd day of July, 1959.

Alex Knoll
Josephine Knoll

State of Kansas, County of Sedgwick, ss.

Acknowledgment for Individual
(Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of July, 1959, personally appeared Alex Knoll and Josephine Knoll, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

PAULINE ARNETT,
Notary Public

My commission expires February 26, 1963.

(SEAL)

I hereby certify that the within Deed was entered for transfer on my Transfer Record this 30th day of July, 1959.

C. E. CAFFERTY,
County Clerk

By MABEL CAFFERTY,
Deputy

Appendix 25

NON-PARTICIPATING ROYALTY CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

That Alex Knoll and Josephine Knoll, his wife of Graham County, Kansas, hereinafter called Grantors for and in consideration of the sum of one Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto Joe Knoll, Wendeline Knoll, Adam Knoll, Adolph Knoll, Rose Keller, Anna Knoll, Mary Bittel and Margaret Sluga, in equal shares, hereinafter called Grantees an undivided ¼ interest in and to all the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Graham County, State of Kansas, to-wit:

Southeast Quarter (SE/4) of Section 10, Township 10 South, Range 25 West, containing 160 acres more or less,

together with the right of ingress and egress for the purpose of obtaining the herein granted undivided interest in the royalty of oil, gas and other minerals.

It is the intention of this non-partcipating royalty conveyance to convey unto grantees, their heirs, successors and assigns the herein granted undivided interest in and to the royalty of oil, gas and other minerals with royalty meaning an undivided one-eighth (⅛) share of the oil, gas, or other minerals produced, saved and sold from said land, and grantees, their heirs, successors and assigns shall not be entitled nor required to sign any oil, gas or other mineral mining lease placed upon the above-described land, provided that no such lease shall be executed which reserves as royalty less than one-eighth of all the oil, gas and other minerals produced from said land. A right in ingress and egress and the exclusive right of leasing said land for oil, gas and other mineral mining purposes is expressly accepted from this conveyance and reserved unto Grantors, their heirs, successors, and assigns, who shall execute all oil, gas and other mineral mining leases and receive and retain all cash and other bonuses and delay rentals and overriding royalty interests, oil payments, and all royalties in excess of the said one-eighth royalty, accruing under any present or future oil, gas or other mineral mining lease placed upon said land, or the Grantors, their heirs, successors and assigns, may develop said land for oil, gas or other minerals; in which event the interest herein granted shall be ¼ of one-eighth of all the oil, gas and other minerals produced and saved from said land.

Grantors agree to execute such further assurance as may be requisite for the full and complete enjoyment of the undivided royalty interest herein granted, and likewise

agrees that the grantees herein shall have the right at any time to redeem for said grantors by payment, any mortgage, taxes or other liens on the above-described land upon default in payment thereof, and be subrogated to the rights of the holder thereof.

To Have and To Hold, The above-described property and easement with all and singular, the right, privileges and appurtenances thereunto, in any wise belonging to the said grantees herein their heirs, successors, personal representatives and assigns for a period of the next one year from July 23, 1959, and as long thereafter as oil and/or gas is produced from these premises or the property is being developed or operated, and Grantors do hereby warrant said title to grantees, their heirs, successors, personal representatives, administrators and assigns against every person whomsoever claiming or to claim the same, or any part thereof.

Witness our hand this 23rd day of July, 1959.

Alex Knoll
Josephine Knoll

State of Kansas, County of Sedgwick, ss.

Acknowledgment for Individual
(Kans., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of July, 1959, personally appeared Alex Knoll and Josephine Knoll, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

PAULINE ARNETT,
Notary Public

My commission expires February 26, 1963.

(SEAL)

I hereby certify that the within Deed was entered for transfer on my Transfer Record this 30th day of July, 1959.

C. E. CAFFERTY,

By MABEL CAFFERTY,
Deputy County Clerk

Appendix 26

RATNER, MATTOX & RATNER
ATTORNEYS AT LAW
444 NORTH MARKET POST OFFICE BOX 306
WICHITA, KANSAS
AMHERST 2-6423

September 28, 1959

Miss Anna Knoll
1500 Massachusetts Avenue, N.W.
Apartment 603
Washington 5, D. C.

Re: Keller v. Knoll

Dear Miss Knoll:

We have been provided with the original and copy of two transfer orders covering 34991—Knoll "B" and 34990—Knoll "A" leases. These transfer orders and the

copies have all been executed by the brothers prior to being submitted to me. Therefore, I am forwarding transfer orders to you for execution before a witness and also to fill in the post office address to which subsequent royalty payments are to be mailed.

After you have executed these transfer orders, it would speed matters up for you to circulate them on to your sisters so that they could also execute the orders and fill in their present post office address. After the transfer orders have been fully executed, it might speed matters up if you would return them to me and I will see that they are promptly filed with the Mobil Crude Purchasing Company, Inc.

I trust this finds you and your sisters in good health and wish to extend our very best wishes to you.

Very truly yours,

RATNER, MATTOX AND RATNER

By JAMES R. BARR

JRB:mh

Encl.

NOTICE

(Transfer Order)

If the transferor or transferee is an individual, signature must appear exactly as the name is below the line indicated for the *signature and must be witnessed by a disinterested party.* If a corporation, the order should be executed on its behalf by the President or a Vice-President, the official position of person signing shown, signature attested by Secretary or Assistant Secretary with official position shown, and corporate seal attached.

For transfer covering royalty interest, if transferor is a married person the signature of the spouse is required—if not married it is required that the words, "A Single Person" be inserted beneath the signature.

Please make a record of the lease code number appearing just before the lease name on the order. This is the only means by which you can identify this lease on the remittance sent you covering the proceeds accruing to your interest in the property.

If mailing address of transferee is not shown, we request that it be inserted by transferee, including complete address with box, street or R. F. D. number, and zone if the city has been zoned by Postal Authorities. If it is shown and is not correct, we request that transferee make the necessary corrections.

If there are any errors or discrepancies in the names, interests, or effective date shown in the order, we request that we be fully advised, returning the order to us for correction. No erasures or changes are to appear on the order as executed, except as provided in the preceding paragraph.

The original of the executed order is to be returned to this office. At that time the original recorded confirming conveyance should be sent to us for inspection, after which it will be returned to you. If you prefer, a photostatic copy, showing recording data, or a copy certified by the Register of Deeds may be furnished, in which event we would retain the copy in our file.

MOBIL CRUDE PURCHASING COMPANY, INC.
300 North Broadway
Wichita 2, Kansas

Form W-117

(1-57)

FORM 770 – 6-5-57

TRANSFER ORDER

To: MOBIL CRUDE PURCHASING COMPANY, INC.
350 NORTH BROADWAY
WICHITA 2, KANSAS

August 20, 19 59

The undersigned, having transferred the interest in the properties shown below in the crude oil produced from the Salem - Small Pool lease, described as

The Southeast Quarter (SE/4) of Section Ten (10), Township Ten (10) South, Range Twenty-five (25) West,

in Graham County, State of Kansas, you are hereby authorized, beginning at 7 o'clock A.M. on the FIRST day of August, 19 59, and until further notice by the undersigned, their executors, administrators, successors and/or assigns to give credit for all received on account of said interest as transferred as follows:

CREDIT TO	TRANSFERRED INTEREST	POST OFFICE ADDRESS (GIVE BOX NUMBER OR STREET ADDRESS AND ZONE NUMBER)
Joe Knoll	1/32 of 1/8 R. I.	5th S. 9th St., Salina, Kansas
Wendeline Knoll	1/32 of 1/8 R. I.	Bunker Hill, Kansas
Adam Knoll	1/32 of 1/8 R. I.	Victoria, Kansas
Adolph Knoll	1/32 of 1/8 R. I.	2300 Richland, Washington, Illinois
Rose Keller	1/32 of 1/8 R. I.	x
Anna Knoll	1/32 of 1/8 R. I.	x
Mary Hittel	1/32 of 1/8 R. I.	x
Margaret Kings	1/32 of 1/8 R. I.	x

WITNESS:

x [signature]

x [signature]

SIGNATURE OF TRANSFEROR:

x Alex Knoll
Alex Knoll

x [signature illegible]

The undersigned guarantees that they are the legal owners of the interest above transferred and warrant the title thereto, and hold Crude Purchasing Company, Inc., its hereby authorized, until further notice, to receive and purchase all oil from said portion, subject to the following conditions:

1. Quantities are to be computed using regularly completed tank tables, any oil owner to have an opposite the privilege of witnessing gauge thereto. Quantity shall be adjusted for temperature and impurities determined according to your local field rules in force at the time, and oil may be obtained when necessary to render it merchantable.

2. Satisfactory statements and other evidences of title will be furnished you on request at any future time. In the event of failure to so furnish such evidence of title, or in the event of a dispute of any kind concerning ownership, the proceeds of any oil run hereunder may be held without interest, until such dispute, either by agreement of title to the satisfaction of the undersigned, or until a court of competent jurisdiction has been furnished you. Each of the undersigned further agrees to notify you of any sale or action filed in any court affecting title to his interest.

3. Unless stipulated to the contrary otherwise, all received under this Transfer Order shall become your property when delivered to the pipe line or other facilities designated by you and shall be paid for by the interest owners as shown above at the price posted by Mobil Crude Purchasing Company, Inc. for oil of like grade and kind in the purchasing field upon the day in which it is received into your custody. Settlement shall be made monthly by crediting or checking to each owner herein specified, their heirs, executors, or legal representatives on or before the 10th of each month a check or draft for the amount due on account of oil so purchased during the preceding month.

4. You are not expected to receive all in definite quantities nor for fixed periods nor to provide storage on the credit balance plan or otherwise except as and when circumstances agreed to in writing.

5. Unless promptly notified to notify you of any change of their ownership it being understood that any assignee or vendee of the production from the property shall take same subject to terms hereof. You are hereby relieved of any responsibility for determining when any of the above interests shall be assigned, or shall terminate, absolute, by contingential or recast by other parties as a result of the completion or discharge of county or other payments from said leases, or as a result of the terms or conditions in previous leases, and you are hereby authorized to continue to credit, pursuant to the above division of interest, until you receive notice in writing to the contrary by each. You shall be held harmless for the amount paid unless notice in writing is received and are hereby relieved of any responsibility for loss arising out of any overpayment as a result of the failure to receive said written notice.

6. Where a pipe line is not directly available to the property and hauling by truck is necessary, trucking costs involved may be deducted from the proceeds accruing from the oil owned and sold by each interest owner.

7. The undersigned guarantees and/or owners warrant that all oil delivered hereunder will be produced in accordance with all applicable laws and/or official rules and regulations.

8. Each of the undersigned hereby authorizes you to deduct and make payment of any and all production and other taxes imposed by any governmental agency upon the respective interests of the undersigned in the crude oil purchased and purchased from the above described land.

9. This Transfer Order, which may be executed in counterparts, shall be binding upon each of the undersigned as soon as signed by him or her, regardless of whether or not same is signed by any of the other above named persons, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the undersigned.

WITNESS:

x [signature]

x [signature]

x [signature]

x [signature]

SIGNATURE OF TRANSFEREE:

x Joe Knoll
Joe Knoll

x Wendeline Knoll
Wendeline Knoll

x Adam Knoll
Adam Knoll

x Adolph Knoll
Adolph Knoll

x
Rose Keller

x
Anna Knoll

x
Mary Hittel

x
Margaret Kings

Form TO - 0447

TRANSFER ORDER

To: MOBIL CRUDE PURCHASING COMPANY, INC.
200 NORTH BROADWAY
WICHITA 2, KANSAS

August 30, 19 59

The undersigned, having transferred the interest in the properties shown below in the crude oil produced from the Viola & Knox Sand lease, described as

The East Half (E/2) of the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) South, Range Twenty-five (25) West,

in Graham County, State of Kansas, you are hereby authorized, beginning at 7 o'clock A.M. on the FIRST day of August, 19 59, and until further notice by the undersigned, their successors, administrators, successors and/or assigns to give credit for all received on account of said interest as transferred as follows:

CREDIT TO	TRANSFERRED INTEREST	POST OFFICE ADDRESS (GIVE RFD NUMBER OR STREET ADDRESS AND ZONE NUMBER)
Joe Knoll	1/32 of 1/8 R. I.	516 S. 9th St., Salina, Kansas
Wendeline Knoll	1/32 of 1/8 R. I.	Bunker Hill, Kansas
Adam Knoll	1/32 of 1/8 R. I.	Victoria, Kansas
Adolph Knoll	1/32 of 1/8 R. I.	2300 Richland, Waukegan, Illinois
Rose Keller	1/32 of 1/8 R. I.	x
Anna Knoll	1/32 of 1/8 R. I.	x
Mary Bittel	1/32 of 1/8 R. I.	x
Margaret Kluge	1/32 of 1/8 R. I.	x

WITNESS

x [illegible]

x [illegible]

SIGNATURE OF TRANSFEROR:

x Alex Knoll
Alex Knoll

x [illegible]

The undersigned guarantees that they are the legal owners of the interest above transferred and warrant the title thereto, and Mobil Crude Purchasing Company, Inc., is hereby authorized, until further notice, to receive and purchase all runs said premises, subject to the following conditions:

1. Quantities are to be computed using regularly accepted tank tables, any oil owner to have on request the privilege of witnessing gauge thereof. Quantity shall be adjusted for temperature and impurities deducted according to joint local field rules in force at the time, and oil may be measured when necessary to render it merchantable.

2. Satisfactory abstracts and other evidence of title will be furnished you on request of any future time. In the event of failure to so furnish such evidence of title, or in the event of a dispute or any title concerning ownership, the proceeds of any oil run hereunder may be held without interest, until such dispute, defect or question of title is removed or corrected to your satisfaction, or until satisfactory indemnity has been furnished you. Each of the undersigned further agrees to notify you of any such suit, defect or title dispute of which he has knowledge.

3. Unless otherwise in writing otherwise, all received under this Transfer Order shall become your property when delivered to the pipe line or other facilities designated by you and shall be paid for by the intended owners as shown above at the point purchased by Mobil Crude Purchasing Company, Inc. You are not required to receive oil in delivery quantities not the result of ordinary operations of the lease, but you shall be under no obligation to purchase or accept delivery for running or distributing to such owner herein specified, their heirs, successors, assigns, or legal representatives as or before the 10th of each month a check draft or draft for the net amount of all oil purchased during the preceding month.

4. You are not required to receive oil in delivery quantities nor to provide storage on the credit balance plan or otherwise except as and when circumstances agreed in writing.

5. Each undersigned agrees to notify you of any change of title conveyed or being conveyed and any assignment or transfer of the production from the property. Until then same subject to terms hereof. You are hereby indemnified against any responsibility for incorrect payments when any of the above interests shall be assigned, or shall terminate, changed, be extinguished or revert to other parties as a result of the expiration or discharge of leases or other agreements from said interest, or as a result of the decision of decree of any court in jurisdiction, and you are hereby authorized to continue to remit, as stated in the above division of interest, until you receive notice in writing to the contrary by each. You shall be held harmless in the event said notices are not received and are hereby relieved of any responsibility for have obtained and of any correspondence as a result of the failure to receive said written notice.

6. When a pipe line is not directly available to the property and handling by truck is necessary, trucking costs incurred may be deducted from the proceeds accruing from the oil owned and sold by each interest owner.

7. The undersigned agreements and/or leases warrant that all oil delivered hereunder will be produced in accordance with all applicable laws and/or official rules and regulations.

8. Each of the undersigned hereby authorizes you to deduct and make payment of any and all purchase and other taxes imposed by any governmental agency upon the respective interests of the undersigned in the crude oil purchased and produced from the above described lands.

9. This Transfer Order, which may be executed in counterparts, shall be binding upon each of the undersigned as soon as signed by him or her, regardless of whether or not same is signed by any of the other above named persons, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the undersigned.

WITNESS

SIGNATURE OF TRANSFEREE:

SPECIAL PROVISION: The undersigned hereby specifically covenants and agrees to notify Mobil Crude Purchasing Company, Inc. in writing in the event of sale of all or any part of the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) South, Range Twenty-five (25) West, Graham County, Kansas, or all or any fractional part of the mineral interest therein. You shall be held harmless for any loss or expense to you resulting from your failure to receive said notice and you are hereby relieved of any responsibility for loss arising out of incorrect payments as a result of the failure to receive said written notice.

x [illegible]

x [illegible]

x [illegible]

x [illegible]

x Joe Knoll
Joe Knoll

x Wendeline Knoll
Wendeline Knoll

x Adam Knoll
Adam Knoll

x Adolph Knoll
Adolph Knoll

x

x Rose Keller

x

x Anna Knoll

x

x Mary Bittel

x

x Margaret Kluge

Appendix 27

RATNER, MATTOX & RATNER
ATTORNEYS AT LAW
444 NORTH MARKET POST OFFICE BOX 306
WICHITA, KANSAS
AMHERST 2-6423

December 15, 1959

Miss Anna Knoll
1500 Massachusetts Ave., N.W.
Apt. 603
Washington 5, D. C.

Re: Keller et al v. Knoll

Dear Miss Knoll:

Pursuant to recent telephone conversation with you, I am writing to advise that I believe further delay in signing the division orders will not serve any sound purpose. I would suspect that the point which you intended to make by delay of securing the division orders has been well understood by all concerned. As I had also advised by telephone, I had a recent conversation with Mr. Laverne Morin of the local firm of attorneys representing Alex, and discussed with him the feelings of yourself and your sisters, regarding the attitude of the brothers in this matter. I suggested to him that he would be well advised to pass the suggestion on to your brothers that one of the prime purposes of the settlement was to bring the family closer together, and to that end it would behoove the brothers to strike their conciliatory attitude. I might also advise that all concerned must approach this situation with an open mind in order to bring about the desired results. It was not expected that this settlement in its fullest extent could be accomplished in any short time or without considerable effort being expended on the part of both sides of the former lawsuit.

I do not feel, however, that I am in a position nor that any of the attorneys in this matter are in a position to force the issues in this matter, and that I believe that only the parties concerned directly in a wholehearted effort can accomplish the purposes.

I am also attaching another division order recently received by me in a letter from Mr. Morin which will need to be signed by yourself, by Mrs. Keller, Mrs. Sluga and Mrs. Bittel. You will note that attached to the division order is a notice which pretty well explains the purposes of the division order and the obligations. You will also note that the last person signing should return the copies to the designated address in Denver, Colorado.

We trust this will find you all well and we send best wishes for the Christmas season.

Very truly yours,

RATNER, MATTOX AND RATNER

By JAMES R. BARR

JRB:mh

Encl.

cc: Mrs. Sluga
Mrs. Keller
Mrs. Bittel

NOTICE

(Division Order)

Mobil Crude Purchasing Company, Inc., 300 North Broadway, Wichita 2, Kansas is purchasing the allowable crude oil production from the lease described on the attached division order; the first run for its account having been made *September 13, 1959*. This division order covers interests held in this property, but before the proceeds

can be paid the order must be signed by the interest holders; therefore, please handle the order promptly. Please make a record of the lease code number appearing just before the lease name on the order. This is the only means by which you can identify this lease on the remittance sent you covering the proceeds accruing to your interest in the property.

If there are any errors or discrepancies in names or interest, please return the order at once to the name and address below, advising fully; otherwise, each signature should appear exactly as the name is in the body of the order and appears below the line indicated for the signature. There are to be no erasures of names or interests on the order as executed. *The signature of each individual is to be witnessed by a disinterested person.*

The official positions of persons signing for a corporation are to be shown under signatures and corporate seal attached. The order should be executed for a corporation by its President or a Vice-President and the signature attested by the Secretary or Assistant Secretary.

It is important that complete mailing address be shown for each interest in the space provided. Please be sure that your address as shown is correct and complete. This includes box, street, or route number and zone, if the city has been zoned by Postal Authorities.

If the oil is handled by truck from the lease, clause in the order calls for trucking costs to be deducted from the proceeds accruing from the oil owned and sold by each property interest. If the oil is handled by pipe line, this clause does not apply.

Please do not delay completion of the order but check your interest and if it is correct, sign all copies of the order and forward them immediately to the next party

indicated on the order. The last person to sign the order should return all copies to:

Name: J. A. Tebteling & Sons, Inc.
Address: 320 Petroleum Club Building
Denver 2, Colorado

Form W-116
(1-57)

FORM 712 – 6-5-57

DIVISION ORDER

To: MOBIL CRUDE PURCHASING COMPANY, INC.
200 NORTH BROADWAY
WICHITA 2, KANSAS

Effective 7:00 A.M. September 13 1958

The undersigned guarantee and warrant that they are the legal owners of the hereinafter described interests in the crude oil produced from the 34000 - Knoll "A" lease, described as:

The East Half (E/2) of the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) South, Range Twenty-five (25) West,

in Graham County, State of Kansas, and until further notice by the undersigned, their executors, administrators, successors and/or assigns you are authorized to receive oil therefrom and purchase same under the following terms and conditions:

OWNERSHIP

CREDIT TO	DIVISION OF INTEREST	POST OFFICE ADDRESS (GIVE BOX NUMBER OR STREET ADDRESS AND ZONE NUMBER)
Alex Knoll	24/32 of 1/8 R. I.	R. F. D. Morland, Kansas
Joe Knoll	1/32 of 1/8 R. I.	310 South Ninth Street Salina, Kansas
Wendeline Knoll	1/32 of 1/8 R. I.	Bunker Hill, Kansas
Adam Knoll	1/32 of 1/8 R. I.	Victoria, Kansas
Adolph Knoll	1/32 of 1/8 R. I.	2300 Highland Waukegan, Illinois
Rose Keller	1/32 of 1/8 R. I.	"
Anna Knoll	1/32 of 1/8 R. I.	"
Mary Bittel	1/32 of 1/8 R. I.	"
Margaret Slaga	1/32 of 1/8 R. I.	"

TERMS AND CONDITIONS

1. Quantities are to be computed using regularly compiled tank tables, any oil owner to have on request the privilege of witnessing gauge tickets. Quantity shall be adjusted for temperature and impurities deducted according to your local field rules in force at the time, and oil may be strapped when necessary to render it merchantable.

2. Satisfactory abstracts and other evidence of title will be furnished you on request at any future time. In the event of failure to so furnish such evidence of title, or in the event of a dispute at any time concerning ownership, the proceeds of any oil run hereunder may be held without interest, until such dispute, defect or question of title is corrected or removed to your satisfaction, or until satisfactory indemnity has been furnished you. Each of the undersigned further agrees to notify you of any suit or action filed in any court affecting title to his interest.

3. Unless stipulated in writing otherwise, all received under this Division Order shall become your property when delivered to the pipe line or other facilities designated by you and shall be paid for to the interest owners as shown above at the price posted by Mobil Crude Purchasing Company, Inc. for oil of like grade and kind in the particular field and on the day in which it is received into your custody. Settlement shall be made monthly by mailing or delivering to each owner hereto specified, their heirs, successors, assigns, or legal representatives on or before the 10th of each month a bank check or draft for the amount due on account of oil so purchased during the preceding month.

4. You are not requested to receive oil in definite quantities nor for fixed periods nor to provide storage on the credit balance plan or otherwise except as and when elsewhere agreed in writing.

5. Unless severally agree to notify you of any change of their ownership, it being understood that any assignee or vendee of the production from the property shall take same subject to terms hereof. You are hereby relieved of any responsibility for determining when any of the above interests shall be assigned, or shall increase, diminish, be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interest, or as a result of the increase or decrease in production, and you are hereby authorized to continue to remit, pursuant to the above division of interest, until you receive notice in writing to the contrary by mail. You shall be held harmless in the event said written notice is not received and are hereby relieved of any responsibility for loss arising out of any overpayment as a result of the failure to receive said written notice.

6. When a pipe line is not directly available to the property and handling by truck is necessary, trucking costs involved may be deducted from the proceeds accruing from the oil owned and sold by each interest owner.

7. The undersigned operators and/or owners warrant that all oil delivered hereunder will be produced in accordance with all applicable laws and/or official rules and regulations.

8. Each of the undersigned hereby authorizes you to deduct and make payment of any and all production and other taxes imposed by any governmental agency upon the respective interests of the undersigned in the crude oil produced and purchased from the above described land.

9. This Division Order, which may be executed in counterparts, shall be binding upon each of the undersigned as soon as signed by him or her, regardless of whether or not same is signed by any of the other above named persons, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the undersigned.

WITNESS:

OWNERS' SIGNATURES:

SPECIAL PROVISION: The undersigned hereby specifically covenant and agree to notify Mobil Crude Purchasing Company, Inc., in writing in the event of sale of all or any part of the interest herein described, and to advise the purchaser of the terms of this division order. Should any of the undersigned fail to notify Mobil Crude Purchasing Company, Inc., in writing of the sale of all or any part of the interest herein described, Mobil Crude Purchasing Company, Inc., shall be held harmless for any loss or damage to you resulting from your failure to receive said notice and you are hereby relieved of any responsibility for loss arising out of incorrect payments as a result of the failure to receive said written notice.

X Casey Jones — A.K. Alex Knoll
X Richard Gilbert — J.K. Joe Knoll
X — J.K.
X Ralph Seck — W.K. Wendeline Knoll
X Elmer Kreale — A.K. Adam Knoll
X Joseph Ambrosier — A.K. Adolph Knoll
X — R.K.
X — A.K.
X — M.S.
X — M.S.

Appendix 28

MOBIL CRUDE PURCHASING COMPANY, INC.
300 NORTH BROADWAY, WICHITA 2, KANSAS

January 20, 1960

Re: Code No. 34989
Terteling—Knoll "A" Lease
E/2 NE/4 Section 10-10-25 West

Code No. 34990
Empire—Knoll "A" Lease
SE/4 Section 10-10-25 West

Code No. 34991
Empire—Knoll "B" Lease
W/2 NE/4 Section 10-10-25 West

All in Graham County, Kansas

Mrs. Rose Keller
641 Franklin St., Apt. #2
Waukegan, Illinois

Dear Madam:

Your letter of January 18 pertains further to the matter in your letter of January 9 and our reply of January 12. You speak of your undivided 1/9 interest in the land covered by the leases described in caption and lawsuit involving title to same. According to Mr. Laverne Morin, attorney in the office of Mr. Robert Martin, of whom you speak in your letters, a compromise was entered into between you, your brothers and sisters, by which Alex Knoll assigned a ¼ interest in the royalty to you and your 7 brothers and sisters, and the suit has been dismissed. On the basis of this settlement, Alex Knoll retained ¾ of ⅛ R. I., and 1/32 of ⅛ R. I. went to you and a similar interest to each of the following:

Joe Knoll, Wendelin Knoll, Adam Knoll, Adolph Knoll, Anna Knoll, Mary Bittel, Margaret Sluga

We have had outstanding transfer orders on the Empire—Knoll "A" & "B" leases since August 10, 1959, effective August 1, 1959, whereby you and your 7 brothers and sisters each acquire 1/32 of ⅛ R. I. from Alex Knoll. Division order, effective September 13, 1959, date of our first run from the Terteling—Knoll "A" lease, showing these interests has been outstanding since November 13, 1959. We cannot release the proceeds accruing to the interests covered by the orders until we receive back the properly executed orders. There is no due date for the orders to be received back by us. They should, however, be completed and returned to us as soon as possible. We are paying Alex Knoll his ¾ of ⅛ R. I. on the 2 Empire leases; however, he signed our division orders on these leases, whereas he is a party to the outstanding division order on the Terteling—Knoll "A" Lease.

We are giving a copy of this letter to Miss Anna Knoll, since Mr. Martin's office advises it understands she has the orders.

Yours very truly,

/s/ HALSEY H. HULBURT

cc: Miss Anna Knoll
Apt. #603, 1500 Massachusetts Ave., N.W.
Washington 5, D. C.

Appendix 29

MOBIL OIL COMPANY
A DIVISION OF SOCONY MOBIL OIL COMPANY, INC.
P. O. BOX 900, DALLAS, TEXAS 75221

February 17, 1964

Miss Anna Knoll
1500 Massachusetts Ave., N. W.
Apartment 603
Washington 5, D. C.

6.20—MJK—KNOLL LEASES
676223—E/2 NE/4
676224—SE/4
676225—W/2 NE/4
ALL IN SECTION 10, T10S-R25W
GRAHAM COUNTY, KANSAS

Dear Miss Knoll:

In response to your long distance telephone request of this date, we advise that our records indicate first oil was run for our account from the subject leases as follows:

E/2 NE/4—September 13, 1959
SE/4—January 30, 1958
W/2 NE/4—November 14, 1957

The files reflect you are entitled to proceeds for 1/32 of ⅛ royalty interest under the entire E/2 of Section 10, which amount to $509.79, $3,457.47 and $1,767.53 respectively, covering purchases through January 31, 1964.

Dates division orders were approved for payments are:

Alex Knoll	)	May 11, 1960
Joe Knoll Wendelin Knoll Adam Knoll Adolph Knoll	}	June 8, 1960
Mary Bittel	)	October 21, 1963
Margaret Sluga	)	December 3, 1963

Very truly yours,

R. B. Lloyd, *Supervisor*
Crude Oil Purchases and
Sales Accounting Section

By: M. J. Krug
M. J. Krug

MJK:mw

Appendix 30

1965 Oil & Gas TAX Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

1st Half or Full Coll. No. 01403 Date 11-9 1965
2nd Half Coll. No. ____ Date ____ 196

Twp. or City	Sec. Lot	Twp. Block	Rng.	School	H. School	Com.
Bryant SE	10	10	25	71	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
Empire Drilling Company	Knoll A	71	530	26.10	13.05	13.05
			INTEREST			
			PAID	26.10		

Listed above is the amount of your Oil, or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Anna Knell
1500 Massachusetts Avenue
Apt. 603
Washington, D. C.

Check 49206
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel Cafferty County Clerk Lois Bass County Treasurer, By Dorr

---

1965 Oil & Gas Tax Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

1st Half or Full Coll. No. 01401 Date 11-9 1965
2nd Half Coll. No. ____ Date ____ 196

Twp. or City	Sec. Lot	Twp. Block	Rng.	School	H. School	Com.
Bryant W½ NE	10	10	25	71	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
Empire Drilling Company	Knoll B	71	465	20.93	10.47	10.46
			INTEREST			
			PAID	20.93		

Listed above is the amount of your Oil, or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Anna Knell
Massachusetts Avenue
Apt. 603
Washington, D. C.

Check 49206
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel Cafferty County Clerk Lois Bass County Treasurer, By Dorr

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1965 Oil & Gas Tax Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

1st Half or Full Coll. No. 01402 Date 11-9 1965
2nd Half Coll. No. ____ Date ____ 196

Twp. or City	Sec. Lot	Twp. Block	Rng.	School	H. School	Com.
Bryant NE	10	10	25	71	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
J. A. Tertaling & Sons, Inc.	Alex Knell	71	45	2.03	1.02	1.01
			INTEREST			
			PAID	2.03		

Listed above is the amount of your Oil, or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Anna Knell
1500 Massachusetts Avenue
Apt. 603
Washington, D. C.

Check 49206
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel Cafferty County Clerk Lois Bass County Treasurer, By Dorr

Appendix 31

1965 Oil & Gas Tax Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

KELLERSTRASS
KELLER, ROSE

1st Half or Full Coll. No. 00919 Date 11-5 1965
2nd Half Coll. No. ____ Date ____ 19__

Twp. or City	Sec. Lot	Twn. Block	Rng.	School	H. School	Com.
Bryant NE NE	10	10	25	21	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
J. A. Tertaling & Sons, Inc.	Alex Kmall	21	85	2.03	1.02	1.01
			INTEREST			
			PAID	2.03		

Listed above is the amount of your Oil or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Rose Keller
Route #1, Box 89
West 33rd
Zion, Illinois

3 Check 4926
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel C. Fritz County Clerk Lois Bond County Treasurer, By ____

1965 Oil & Gas Tax Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

KELLER, ROSE

1st Half or Full Coll. No. 00918 Date 11-5 1965
2nd Half Coll. No. ____ Date ____ 19__

Twp. or City	Sec. Lot	Twn. Block	Rng.	School	H. School	Com.
Bryant SE SE	10	10	25	21	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
Empire Drilling Company	Kmall A	21	528	26.30	13.15	13.15
			INTEREST			
			PAID	2.64		

Listed above is the amount of your Oil or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Rose Keller
Route #1, Box 89
West 33rd. Street
Zion, Illinois

3 Check 4926
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel C. Fritz County Clerk Lois Bond County Treasurer, By ____

1965 Oil & Gas Tax Receipt

Office of
GRAHAM COUNTY TREASURER
Hill City, Kansas

00917 KELLER, ROSE

1st Half or Full Coll. No. 00917 Date 11-5 1965
2nd Half Coll. No. ____ Date ____ 19__

Twp. or City	Sec. Lot	Twn. Block	Rng.	School	H. School	Com.
Bryant NE NE NE	10	10	25	21	1	

Under Company	Form	Type	Valuation	Total Tax	First Half	Second Half
Empire Drilling Company	Kmall B	21	845	20.93	10.47	10.46
			INTEREST			
			PAID	2.093		

Listed above is the amount of your Oil or Gas Taxes for the year 1965.
Tax due November 1. Delinquent December 21.
County Treasurer not responsible for descriptions omitted.
See that all your Property is Listed.

Rose Keller
Route #1, Box 89
West 33rd. Street
Zion, Illinois

3 Check 4926
Cash ____
Tax ____
Chg. ____

From Graham County Oil Assessor

UNPAID TAX
1964 ____

Mabel C. Fritz County Clerk Lois Bond County Treasurer, By ____

Appendix 32

ALVIN G. BROOKS
ATTORNEY AND COUNSELOR AT LAW
1827 ASHLAND AVENUE
EVANSTON, ILLINOIS

August 31, 1960

Re: Mrs. Rose Keller, et al.

Ratner, Mattox & Ratner
444 North Market
Wichita, Kansas

Dear Mr. Ratner:

Sometime ago your office handled a matter in the Federal District Court of the District of Kansas on behalf of the plaintiffs, who came to our office today and stated that they are desirous of reopening the case in order to obtain a larger settlement.

However, I note in paragraph two of the agreement entered into on July 23, 1959 that the action was dismissed with prejudice and I am fully aware of the difficulties in this connection.

Presently, Miss Anna Knoll is on her vacation and she would like to take a trip to your office but I suggested that we write to you before making any trips.

Kindly let us hear from you at your earliest convenience.

Very truly yours,

ALVIN G. BROOKS

Appendix 33

RATNER, MATTOX & RATNER
ATTORNEYS AT LAW
444 NORTH MARKET POST OFFICE BOX 306
WICHITA, KANSAS
AMHERST 2-6423

September 2, 1960

Alvin G. Brooks
Attorney and Counselor at Law
1827 Ashland Avenue
Evanston, Illinois

Re: Mrs. Rose Keller, et al.

Dear Mr. Brooks:

Your letter to Mr. Ratner of August 31, 1960, has been handed to the undersigned for answer. I might first say that I was taken completely by surprise by your statements that the clients are desirous of re-opening the case in order to obtain a larger settlement. I feel that these parties had every opportunity to consider what they were doing by preparing the agreement that was signed and certainly there was no pressure exerted on them by this office to settle. The action was dismissed with prejudice as you point out as provided for in the agreement entered into on July 23, 1959.

You will also note that the parties executed a Quit Claim Deed to the property in dispute, quit claiming all of their right, title and interest, if any, in said property. I assume also that the parties have enjoyed the benefits of the settlement.

As I have previously stated, I was under the impression that the parties had arrived at their settlement after a thorough consideration of the situation and therefore I do not understand on what basis they expect they might be now entitled to disclaim settlement and go for anything

more. Under the circumstances I am not inclined to feel that it would be worthwhile for Miss Anna Knoll to go to the expense of a trip out here to Kansas since I can see no basis of our being of any assistance in what she apparently proposes. Certainly on the basis of the situation as it existed regarding the lawsuit at the time the settlement was effected further action might very well result in a complete loss of everything.

I am of course sorry to learn that the parties are dissatisfied with the situation as it exists, however, it was my understanding that they agreed to settle on the basis of the evident risk of going forward with the lawsuit.

Your further advice would be greatly appreciated, and we extend our very best wishes.

Very truly yours,

RATNER, MATTOX & RATNER

By JAMES R. BARR

JRB:el

Appendix 34

Return on Service of Writ

I hereby certify and return, that on the 23rd day of July, 1964, I received this summons and served it together with the complaint herein as follows: Served the within named defendant MOBIL OIL COMPANY, by personally delivering to Mr. Jean Jines, Assistant Area Representative for MOBIL CRUDE PURCHASING DIVISION of MOBIL OIL COMPANY, no other or higher Officer being found, a true and certified copy of this Writ with all endorsements thereon, at 300 North Broadway Street, Room 103, Wichita, Kansas the 27th day of July, 1964, At the same time and in like manner I served a copy of the Complaint filed in this case together

with EXHIBITS A thru O inclusive and Designation of Place of Trial.

(There were no instructions upon which branch of MOBIL OIL COMPANY should be SERVED)

MARKETING; EXPLORATION; PRODUCTION ET AL.

MARSHAL'S FEES

Travel: $0.00
Service: 3.00
$3.00

VANCE W. COLLINS
United States Marshal.

By /s/ RONALD MILLS MANGRUM
Ronald Mills Mangrum,
Deputy United States Marshal.

Appendix 35

Return on Service of Writ

I hereby certify and return, that on the 23rd day of July, 1964, I received this summons and served it together with the complaint herein as follows: On the 29th day of July, 1964, at 9:10 o'clock A.M., I served a certified copy of the within Summons and complaint on the within-named CASEY JONES, in person at his law office Hill City Kansas.

/s/ VANCE W. COLLINS
Vance W. Collins
United States Marshal.

By .....
Deputy United States Marshal.

Appendix 36

Return on Service of Writ

I hereby certify and return, that on the 23rd day of July, 1964, I received this summons and served it together with the complaint herein as follows: On the 29th day of 1964 at 4:15 o'clock P.M., I served a certified copy of the within Summons and Complaint on the within-named JOSEPHINE KNOLL, in person at her home in St. Peter, Kansas.

/s/ VANCE W. COLLINS
Vance W. Collins
United States Marshal.

By .....
Deputy United States Marshal.

Appendix 37

Return on Service of Writ

I hereby certify and return, that on the 23rd day of July, 1964, I received this summons and served it together with the complaint herein as follows: On the 29th day of July, 1964 at 4:15 o'clock P.M., I served a certified copy of the within summons and Complaint on the within-named ALEX KNOLL, by leaving the same at his domicile, in the unincorporated town of St. Peter, State of Kansas, in the hands of JOSEPHINE KNOLL a person apparently over the

age of sixteen years, living and residing in said domicile, whose name and other facts connected with this service, I learned by interrogating the said Josephine Knoll, the said ALEX KNOLL being absent from his domicile at the time of Service.

/s/ VANCE W. COLLINS
Vance W. Collins
United States Marshal.

By .....
Deputy United States Marshal.

Appendix 38

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

No. W-3239

ANNA KNOLL and ROSE KELLER, *Plaintiffs*,

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBIL OIL COMPANY, *Defendants*.

Partial Transcript of Proceedings Had August 28, 1964

Appearances:

HON. WESLEY E. BROWN, Judge, presiding.

ANNA KNOLL, Appearing pro se.

COLLINS, HUGHES, MARTIN, PRINGLE & SCHELL, Wichita Plaza Building, Wichita, Kansas, by MR. TOM C. TRIPLETT, Appearing for various defendants.

NED C. KING, C.S.R.
Post Office Box 205
Wichita, Kansas
Official Reporter

BE IT REMEMBERED, that on this 28th day of August, A.D. 1964, the above matter coming on for hearing on Motion to Dismiss before the Honorable Wesley E. Brown, Judge of the United States District Court for the District of Kansas, the parties appearing in person and/or by counsel as hereinbefore set forth, the following proceedings, among others, are had:

(Reporter's Note: A statement is made by Mr. Triplett, which is not transcribed herein.)

The Court: All right. You are Mrs. Knoll?

Miss Knoll: Miss Knoll.

The Court: Miss Knoll, very well. Is there anything in addition to what you alleged in the answer of Rose Keller and the answer of Anna Knoll that you want to tell the Court, in addition to this?

I will read these matters, Miss Knoll.

Miss Knoll: Yes. I have full details about not knowing what happened in this case in my complaint.

The Court: Miss Knoll, the only issue before me now is whether or not really I have jurisdiction. If I don't have jurisdiction, any judgment that I would render would be of no value, anyway. And their motion to dismiss is based on four grounds.

Now, I take it you are not a lawyer.

Miss Knoll: That is right.

The Court: So that the Court will have to look at this. The question I am asking you is: Are there any other facts, other than those contained in a document designated Anna Knoll's Answer to Defendant's Motion to Dismiss and Rose Keller's Answer to Defendant's Motion to Dismiss, with respect to the issue before me on the motion to dismiss?

Miss Knoll: I think not.

The Court: Which you wish to give to the Court?

Miss Knoll: I think, sir, I have given fairly, a fairly complete account of this in my answer.

The Court: Now may I ask you, Miss Knoll, further, so that in reading these I will be sure of my ground: Is it your representation that all the facts contained in the two documents which I have just mentioned, Anna Knoll's Answer to Defendant's Motion to Dismiss and Rose Keller's Answer to the motion to dismiss, are sufficient information for this Court to make its determination as to whether or not it has jurisdiction of this matter?

And you understand what I mean when I say "jurisdiction"?

Miss Knoll: Yes, sir.

Well, not being a lawyer, I would not be able to answer that question. My only reason for representing myself at this point was because I knew that this would be my last opportunity to get the inheritance of which I have been deprived, and Rose Keller has been deprived, since our parents' death. It was not until 1964.

The Court: Are these matters in addition to the matters that you have set forth in your answer that you are telling me now?

Miss Knoll: That may not have been brought out very clearly in my answers.

The Court: Well, do you want to be sworn and testify about this matter?

Miss Knoll: I would just like to say that I just want to take this opportunity to say that I have been deprived of my inheritance since my parents' death. I have not been provided proper service by the defendants, who claim that I am not making proper service on them.

When my father's estate was secretly probated in 1947 I did not even know that they were probating his estate. The first time I ever found out that they were doing anything about the parents' estate was in 1957 when I first got the notice of hearing on my parents' estate. And at that time I immediately went to Hill City to find out what this was all about and we wanted to see a deed that we were told we had signed and had given our rights away, and that deed was not produced.

The Court: Wasn't it of record?

Miss Knoll: There was a deed of record but they didn't produce it for us to see. We wanted to see the signatures on there.

The Court: Well, the signatures would show up in the Register of Deeds office on the deed.

Miss Knoll: But the signatures represented something that we did not know about. We had never heard about

that deed until 1957. And if there had been a deed we should have known about it before then.

The Court: Miss Knoll, you know that you are getting into the merits of the case. If I have jurisdiction I am going to give you ample opportunity, if you feel it is appropriate, to get into what we term the merits of the case. If I do not have jurisdiction I will never reach the merits. And there isn't anything I can do to give myself jurisdiction.

This is purely a legal question of whether or not this Court has jurisdiction to adjudicate the claim which you make in this case. If I do not, then there is nothing I can do about it.

Miss Knoll: Well, Your Honor, would this be material to this: I think perhaps I have given this in the answer, and that is that the contract was breached immediately after an agreement was signed and it has never been fulfilled and ever since then Rose Keller and I have been trying to get our inheritance, trying to find out what happened in 1959 when we were tricked into signing an agreement that deprived us of our interests.

The Court: Again that goes to the merits of the issue which you raise in this case, and the only question that the Court has at this time is whether or not I can dispose of the matter. If I don't have jurisdiction it wouldn't make any difference what I did, it would not be binding on anyone and it would be just like you walking off any place else and bringing an action. I would have nothing that I could do that would help you, even presupposing that I make a finding in the ultimate analysis that what you say here is true, a matter about which I pass no judgment at this time.

That is the only problem that I have about it. And the only thing I want to be sure of, let me ask you this:

Miss Knoll: Yes, sir.

The Court: Are the allegations with respect to where the parties to this action live as stated by counsel true, do they live in Indiana or Illinois, whichever it is.

Miss Knoll: Some of them live in Illinois.

The Court: Do you live in Washington, D. C.?

Miss Knoll: I live in Washington, D. C.

The Court: Where does Rose Keller live?

Miss Knoll: She lives in Illinois.

But in the other case—

The Court: Well, now, have you filed two cases?

Miss Knoll: No, in the case where the contract is still outstanding, where we have never signed the oil company papers.

The Court: Well, is that the case known as—

Miss Knoll: W-1811.

The Court: I see.

Miss Knoll: One defendant, Margaret Sluga, was made an improper party in that case so that she could get our signatures on the agreement through fraud.

The Court: Well, again you are talking about another case and the question that I have to answer is whether or not I have jurisdiction or venue in this case, because the fact that you have all been here in Case W-1811—

Miss Knoll: All I wanted to say was that the indispensable parties in this case are the same as the indispensable parties in the other case.

The Court: But they could have lived at a different place at the time.

Miss Knoll: They have not changed their residence.

And then they brought in all of those parties named, all the defendants or most of the defendants in as second parties and as first parties without a motion and without an order.

The Court: Well, now, at one time the Case 1811 was Rose Keller, Anna Knoll and Margaret Sluga.

Miss Knoll: Margaret Sluga was the improper party. She was not a proper party to that litigation. And we did not know that until 1962. And an agreement was used to bring in the parties that are named in the complaint.

The Court: What you are saying is that the petition which was filed by you as plaintiffs, having Margaret Sluga in the case, was an allegation, improper allegation, giving this Court jurisdiction, that this Court did not have jurisdiction in W-1811?

Miss Knoll: Well, what I am saying: I feel that if the Court had jurisdiction then, it would have jurisdiction in this case because the proper parties at that time were—

The Court: That doesn't follow.

Miss Knoll: —were Alex Knoll, which he still is, he is still an indispensable party, Rose Keller is still an indispensable party, and Anna Knoll is still an indispensable party.

The Court: It doesn't follow that because the Court had jurisdiction in one case that it has jurisdiction in this case.

Miss Knoll: On diversity of citizenship.

The Court: No, it doesn't follow. This is a new action.

Miss Knoll: On what grounds would diversity of citizenship have been based then at that time?

The Court: I don't know. It hasn't anything to do with the case that we have before me now.

Miss Knoll: But what about the outstanding contract?

The Court: I don't know. I don't know anything about the facts, nor have I tried to get into the facts, nor will I try to get into the facts until I determine whether or not I have jurisdiction to dispose of the case.

I will see what I can work out of it, see what the situation is. I will look at the case and see if I have jurisdiction. If I have jurisdiction, why, then you will have plenty of time to get into the facts and your evidence.

Do you have anything else you want to tell me, Miss Knoll?

Miss Knoll: I am just not a lawyer, so everything that I say is probably wrong.

The Court: Well, I am not going to interpret it wrong, Miss Knoll. I am going to try to interpret it on the basis

of what is just and equitable, but I think there is one thing you should know, and this applies to all litigation: That is, that courts only can deal with the subject at hand at the time they are dealing with it. That courts are given, and particularly federal courts, are courts of limited jurisdiction. We only have the jurisdiction which is conferred upon us by Congressional action. And we can only dispose of those matters over which we have jurisdiction.

This challenges jurisdiction. Now, there isn't anything else I can tell you except that I will look at it and you are here—

Miss Knoll: There is only one other point that I wish to make.

The Court: All right.

Miss Knoll: And I feel that I was deprived of my inheritance without due process of law.

The Court: All right.

Miss Knoll: And that was the Fourteenth Amendment.

The Court: Fine, we will take that into consideration. Anything else?

Mr. Triplett: No, Your Honor.

The Court: All right. We will take it under advisement.

Reporter's Certificate

STATE OF KANSAS }
COUNTY OF SEDGWICK } ss.

I, NED C. KING, a Certified Shorthand Reporter in and for the State of Kansas, and Official Reporter for the United States District Court for the District of Kansas, hereby certify that I was present and reported in shorthand the proceedings had on August 28th, 1964, before the Honorable Wesley E. Brown, Judge of the United States District Court for the District of Kansas, in the

proceedings in re: Anna Knoll and Rose Keller v. Alex Knoll, et al., Case No. W-3239 in said Court.

I further certify that I have since transcribed or had transcribed under my direction and supervision a portion of my notes so taken as aforesaid in said case on said date, and I further certify to the correctness of the foregoing partial transcript of the record it purports to cover in the proceedings had on said date.

WITNESS my hand on this 2nd day of April 1965.

NED C. KING
Ned C. King, C.S.R.
Post Office Box 205
Wichita, Kansas
Official Court Reporter

(SEAL)

Appendix 39

AFFIDAVIT

STATE OF KANSAS }
COUNTY OF TREGO } ss.

Alex Knoll, of lawful age, being first duly sworn on his oath, deposes and says:

That he is the son (Relationship) of Mrs. Rosa Knoll, deceased. That the said Mrs. Rosa Knoll was a citizen and resident of Graham County, Kansas, and departed this life, intestate, on the 13 day of Dec., 1941;

That no probate proceedings were had on the estate of the decedent for the reason that none were necessary. That all bills, accounts and charges of the decedent, including the expenses of her last illness and funeral have been paid in full;

That at the time of her death, the said Mrs. Rosa Knoll was the lawful owner of the following described vehicle:

Make Dodge Year 1928 Model Sedan
Engine Number J61 117 Serial Number .....

for which Kansas Certificate of Title No. A280,002 had been duly issued to the decedent. The last license tag number on said vehicle was 1936;

That the said Mrs. Rosa Knoll left surviving her as her sole and only heirs at law the following:

Name	Age	Relationship
Joe Knoll	41	son
Alex Knoll	40	son
Adam Knoll	38	son
Wendelin Knoll	37	son
Rosa Knoll	35	daughter
Mary Knoll	32	daughter
Anna Knoll	30	daughter
Adolph Knoll	26	son
Margaret Knoll	21	daughter

*That the above named heirs at law have executed a bill of sale to said vehicle to Alex Knoll and said bill of sale are in your files at Topeka.

~~*That affiant is the widow of the decedent and claims the whole and complete title to the said vehicle under the provisions of Section 22-511, General Statutes of Kansas, 1935, as exempt personal property of the decedent.~~

* * * * * * * * * *

ALEX KNOLL
Affiant

Subscribed in my presence and sworn to before me this 7 day of Jan., 1942.

GRACE KYSAR
(Seal) *Notary Public*

My Commission Expires June 22, 1942.

---

* Cross out if not applicable.

Appendix 40

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Appendix 41

1500 Massachusetts Ave. N.W.
Apt. 603
Washington, D. C. 20005
April 20, 1965

Mr. Robert B. Cartwright, Clerk
United States Court of Appeals
Tenth Circuit
Office of the Clerk
Denver 2, Colorado

Re: Docket No. 8140
Anna Knoll & Rose Keller
v. Alex Knoll, et al.

Dear Mr. Cartwright:

Mrs. Rose Keller, the other appellant in the above-mentioned case, asked me, Anna Knoll, to prepare a reply to your letter of April 13, 1965 wherein you state that the statement of points relied on and designation of the parts of the record to be reproduced must be served and filed within five days.

Since you may again refer to the rules of the Court in future correspondence, we would appreciate receiving a copy of the rules of the Court as we have *not* been able to obtain a copy of these rules.

Mrs. Rose Keller asked me to send you directly a reply to your letter of April 13, 1965 since she and I live so far apart and it would just delay our reply if I sent it to her for signature. The contents of my reply have been discussed with Mrs. Keller by telephone.

Mrs. Rose Keller and I designate the 16 items listed in the attached Enclosure A as part of the record to be reproduced; however we are making a *motion* for a waiver of the printing requirement and to have the case heard

on the *original file* because of the *hardship* that would be involved in having the record printed since this would also involve the revision of our brief that I already forwarded to you and the two law firms representing the appellees. The hardship involved would be in paying for cost of printing the record and the cost of revising the brief. A revision of this brief would probably be necessary in that it is cross-referenced to the index of the record that was attached to the March 25, 1965 letter of the Clerk, United States District Court, District of Kansas, Wichita, Kansas. *We are not lawyers and therefore did not realize that the Clerk's index to which we made this cross-reference would not be a permanent index.*

The costly and time consuming litigation on our parents estate which began in 1957 when we received the *first* notice of a hearing on our parents estate have become a hardship on Rose Keller and me in that *we have not received a cent of benefit from our parents valuable estate. We have had to continue to spend our own savings* to try to get our inheritance *while* our other seven brothers and sisters have been getting benefits from our parents estate amounting to about $250,000.00. This $250,000.00 amount includes a considerable amount of money that belongs to Rose Keller and me.

Our brothers and sisters have been successful in getting legal counsel but Rose Keller's interests and my interests have been prejudiced to such an extent that we have had to represent ourselves. Although we try to represent ourselves to the best of our ability it is and has been a great *hardship* since we are *not* lawyers, since Rose Keller and I live far apart and far from Kansas, and since I am employed on a full time basis. We made a diligent effort to get a Kansas lawyer to handle our case but have *not* been successful in finding one that will help us get our inheritance because of the manner in which our interests in our parents estate have been prejudiced. During the last

month Rose Keller and I have *not* had much time to devote to our appeal since we were faced with the burden of preparing answers to three complaints from appellee Mobil Oil Company on the subject of this appeal.

Enclosure B is a Motion to Waive Printing of the Record and to Have Case Heard on Original File. If this motion is *not* granted it may be necessary to make certain changes in the brief that has already been filed in that this brief has been cross-referenced to the index that was made an enclosure to the March 25, 1965 letter of the Clerk, U. S. District Court, Wichita, Kansas and cross reference to his letter of April 5, 1965. The printed brief that is cross-referenced to this index is attached as *Enclosure C*.

One cross-reference in this printed brief, Enclosure C, to the items listed in Enclosure A, appears on page 3 of the brief. Two cross-references in the printed brief to the items listed in Enclosure A appear on page 5 of the brief. Three cross-references in the printed brief to the items listed in Enclosure A appear on page 8 of the brief.

Mrs. Keller and I rely on *five points* in our appeal and therefore believe that the United States District Court for the District of Kansas, Wichita, Kansas should have overruled defendants Motion to Dismiss in Civil Action No. W-3239 and should have adjudicated our interests in our parents estate. This includes our undivided one-ninth interest (including mineral rights) in the 320-acre farm owned by our parents P. A. Knoll and Rose Knoll which interest we acquired by determination of descent as shown in a Decree of Descent issued by the Probate Court, Graham County, Kansas. We believe the United States District Court for the District of Kansas had jurisdiction to fully adjudicate our interests on the basis of *Diversity of citizenship* and the *due process clause of the fourteenth amendment* of the Constitution. I, Anna Knoll, cited the due process clause of the fourteenth amendment when I

appeared in Court for the hearing on August 28, 1964 on defendants Motion to Dismiss to explain why civil Action No. W-3239 should *not* be dismissed and to ask that a hearing be held as soon as possible to have our interests fully adjudicated. At this hearing the court said it would take under advisement what I said with respect to having been deprived of my inheritance without due process of law in violation of the fourteenth amendment of the Constitution.

Some of the points on which Rose Keller and I rely are as follows:

1. In its answer to our complaint appellee Mobil Oil Company expressed a desire to have the title question raised by us in the complaint fully adjudicated. Appellee Mobil Oil Company did *not* challenge the court's jurisdiction but the other *ten* appellees challenged the court's jurisdiction on the basis of diversity of citizenship cited in our complaint in case No. W-3239.

2. We believe the court had jurisdiction to provide us relief on the basis of diversity of citizenship by setting aside the oil leases of 1951 and 1954 on our parents 320-acre farm that were made between appellees Casey Jones of Kansas and Alex Knoll and his wife Josephine Knoll of Kansas. Rose Keller and I prayed for this relief in item 6 of page 10 of the Complaint. Appellee Casey Jones was *negligent* in leasing our parents 320-acre farm from appellees Alex Knoll and Josephine Knoll before the interests of the *nine* Knoll heirs (Rose Keller and I and appellees Alex Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Mary Bittel, Adolph Knoll, and Margaret Sluga) were adjudicated in accordance with due process of law. There are *no valid* leases on the aforementioned 320-acre farm in that appel-

lees Alex Knoll and Josephine Knoll could *not* make valid oil and gas leases with appellee Casey Jones in the early 1950's as they were not the *sole* owners of the parents 320-acre farm. Appellee Casey Jones, an attorney at law, was fully aware of this when he made these oil leases with Alex Knoll and Josephine Knoll based on his title search and his intimate knowledge of the history of the P. A. Knoll and Rose Knoll estate.

3. Rose Keller and I have *not* received *a cent of royalty interest* from our parents 320-acre farm. We believe the court should have provided relief for us rather than dismissed the case in that appellee Mobil Oil Company was *negligent* in paying royalty interest to the other seven Knoll heirs before our interests and the interests of the other seven Knoll heirs were adjudicated in accordance with due process of law. *A considerable amount of the royalty interests paid to the other Knoll heirs before their payments were suspended belongs to us.* Rose Keller and I notified appellee Mobil Oil Company again and again of the discrepancies in our interests which Mobil Oil Company should have discovered from its own title search.

4. We have been deprived of our inheritance since our father's death without due process of law in violation of the fourteenth amendment of the Constitution. I, Anna Knoll, referred to this in my appearance before the Court on August 28, 1964.

Most people get their inheritance in about a year. We still don't have our inheritance even though our father passed away in January 1938 and our mother passed away in December 1941 and even though there have been four court proceedings on their estate before the present litigation.

We were never provided with any copies of the proceedings of father's estate. His estate was probated *secretly two* times. When mother's estate was probated in 1957 we were bombarded with propaganda to the effect that we had signed a deed which we had *not* signed. We were *not* provided with a copy of the proceedings on mother's estate even though we appeared for this hearing and wanted our inheritance. We didn't even know that anything had been recorded until Rose Keller was finally provided with a copy of the proceedings on mother's estate in May 1958 when she consulted another lawyer in Hill City, Kansas about mother's estate and he told the Probate Judge that the Probate Judge should provide Rose Keller with a copy of the proceedings on our mother's estate. The papers Rose Keller was provided in May 1958 on mother's estate included the Decree of Descent which showed Rose Keller and me and the seven other Knoll heirs as each being the owner of an undivided 1/9 interest in the 320-acre farm that is the subject of this litigation. Ever since then Rose Keller has tried to the best of her ability to get the undivided one-ninth interest that she inherited from mother at mother's death in December 1941. Appellee Mobil Oil Company made known for the *first* time in their three recent litigations that the other seven Knoll heirs claim a *joint* 30/32 of 1/8 royalty interest which is about 400% more for each of them than the 1/32 of 1/8 royalty interest payments being held in *suspense* for each of us by appellee Mobil Oil Company.

5. The Order of Dismissal in W-1811, in our opinion, is of no legal effect and should therefore be set aside as a void judgment. This order is to our prejudice and therefore Rose Keller and I asked that this order be set aside.

Rose Keller and I did *not* have the opportunity in case No. W-1811 nor in any other court proceeding on our parents estate to appear before a judge to have our interests in our parents estate adjudicated on the basis of a full and fair hearing even though there have been four court proceedings on our parents estate before the present litigation.

Rose Keller and I were never furnished a copy of the August 31, 1959 Order of Dismissal in Case No. W-1811 when we were tricked into signing the July 23, 1959 agreement that is to our detriment in that it gives us *less* than our rightful share of our royalty interest and *no* interest in our parents 320-acre farm. We *first* found out about this August 31, 1959 Order of Dismissal about September 1960 when we made a special trip to Wichita to see for ourselves what kind of a document had been filed to close out the litigation in case No. W-1811 and to find out how the document was worded. We looked into this ourselves because we could *not* get any help from the lawyer that was supposed to have represented us in case No. W-1811.

Rose Keller and I now know but did not know when case No. W-1811 was filed that it was filed in the wrong court and that the court had no jurisdiction of that particular case in that the five Kansas parties that were added destroyed diversity of citizenship and in that the additional parties were brought in without a motion or order. The lawyer that is purported to have represented us in case No. W-1811 was more of a handicap than a help in that he worked more for the interests of the other Knoll heirs than for Rose Keller and me and thereby prejudiced our interests. Page two of the July 23, 1959 agreement shows that this lawyer was paid by

four Knoll brothers that were brought in as additional parties.

Copies of this letter including copies of enclosures A, B, and C are being mailed to the following:

Collins, Hughes, Martin, Pringle & Schell, 125 North Market, 1400 Wichita Plaza, Wichita, Kansas 67202

Adams, Jones, Robinson & Manka, 503 Colorado-Derby Bldg., 202 West First Street, Wichita, Kansas 67202

Mr. Richard B. Altman, P. O. Box 800, Dallas, Texas 75221

Mr. Charles W. Cahill, Clerk, U. S. District Court, Post Office Box 2201, Wichita, Kansas 67201

Mrs. Rose Keller, Route 1, Box 89, West 33rd Street, Zion, Illinois 60099

Yours truly,

ANNA KNOLL
(Miss) Anna Knoll

Encs. A, B, C

ENCLOSURE A

DOCKET NO. 8140

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

ANNA KNOLL AND ROSE KELLER, *Appellants*

v.

ALEX KNOLL, ET AL., *Appellees*

PARTS OF RECORD TO BE PRINTED IF MOTION TO WAIVE PRINTING OF RECORD AND TO HAVE CASE HEARD ON ORIGINAL FILE NOT GRANTED

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ANNA KNOLL
Anna Knoll
1500 Massachusetts Ave., N.W.
Washington, D. C.
pro se

ENCLOSURE B

DOCKET NO. 8140

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

ANNA KNOLL AND ROSE KELLER, *Appellants*

v.

ALEX KNOLL, ET AL., *Appellees*

MOTION TO WAIVE PRINTING OF RECORD AND TO HAVE CASE HEARD ON ORIGINAL FILE

Appellants Anna Knoll and Rose Keller move to have waived the printing of the record and to have the case heard on the original file. The cost of this appeal and other litigations on their parents estate have involved on the part of the appellants spending a considerable amount of their own savings since litigation began. Ap-

pellants have *not* received any relief since they have *not* received a cent of benefit from their parents valuable estate.

ANNA KNOLL
Anna Knoll
1500 Massachusetts Ave., N.W.
Washington, D. C.
pro se

Appendix 42

IN THE UNITED STATES COURT OF APPEALS
TENTH JUDICIAL CIRCUIT

No. 8140 Motion

ANNA KNOLL AND ROSE KELLER, *Appellants*,
v.
ALEX KNOLL, ET AL., *Appellees*.

MOTION FOR ADDITIONAL TIME IN WHICH TO FILE A BRIEF

COME Now Alex Knoll, et al., Appellees herein, and respectfully move the Court to allow fifteen (15) additional days from this date, June 1, 1965, in which to file a brief in the above entitled cause, on the following ground:

1. That because of the rather confusing manner in which this appeal has been prosecuted, Appellees have, through inadvertence and oversight, failed to prepare and file their brief in the above entitled cause.

COLLINS, HUGHES, MARTIN
PRINGLE & SCHELL
Attorneys for Appellees

By: PETER J. WALL
Peter J. Wall

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing Motion was placed in the United States Mails properly addressed and postage prepaid on the 1st day of June, 1965, to Appellants, who are appealing *Pro Se,* as follows:

Miss Anna Knoll
1500 Massachusetts Avenue, N.W.
Washington, D. C. 20005

Mrs. Rose Keller
Route 1, Box 89, West 33rd Street
Zion, Illinois 60099

PETER J. WALL
Peter J. Wall

Appendix 43

UNITED STATES COURT OF APPEALS
TENTH CIRCUIT
OFFICE OF THE CLERK

No. 8140

Denver, Colorado, 80202,
June 3, 1965.

Messrs. Collins, Hughes, Martin,
Pringle & Schell,
Denver Club Building,
Denver, Colorado.

Attention: Mr. Peter J. Wall

Dear Sirs:

An order has been entered today in case No. 8140, Anna Knoll et al. v. Alex Knoll et al., granting appellees to June 15, 1965, to serve and file their brief.

Very Truly yours,

ROBERT B. CARTWRIGHT
Robert B. Cartwright,
Clerk

RBC:nku

CC to:
Miss Anna Knoll
1500 Massachusetts Ave., N.W.
Washington, D. C., 20005

Mrs. Rose Keller
Route 1, Box 89
West 33rd St.
Zion, Illinois, 60099

Appendix 44

ADAMS, JONES, ROBINSON AND MANKA
503 Colorado Derby Building
Wichita, Kansas

UNITED STATES COURT OF APPEALS
TENTH CIRCUIT

No. 8140

ANNA KNOLL AND ROSE KELLER, *Appellants*

v.

ALEX KNOLL, ET AL., *Appellees*

Certificate of Service

The undersigned, one of the attorneys for appellee Socony Mobil Oil Company, Inc. (referred to in pleadings as Mobil Oil Company), and a member of the bar of this Court, hereby certifies that on June 18, 1965 he served two copies each on the following attorneys of record or parties, by depositing the same, postage prepaid, in the United States mails, addressed as follows:

Anna Knoll
1500 Massachusetts Avenue, N.W.
Washington, D. C.

Rose Keller
West Thirty-third Street
Route One, Box 89
Zion, Illinois

Collins, Hughes, Martin, Pringle
& Schell
Attorneys at Law
1400 Wichita Plaza
Wichita, Kansas
Attorneys for Alex Knoll, Josephine Knoll, Joe Knoll, Adam Knoll, Wendeline Knoll, Mary Bittel, Adolph Knoll, Stephanie Knoll, Margaret Sluga, and Casey Jones,

MARK H. ADAMS
Mark H. Adams, one of the attorneys for appellee, Socony Mobil Oil Company, Inc.

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IN THE

SUPREME COURT OF THE UNITED STATES

No. 862

ANNA KNOLL and ROSE KELLER,
Petitioners,

vs.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, and MOBIL OIL COMPANY,
Respondents.

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

ROBERT MARTIN,
1400 Wichita Plaza,
Wichita, Kansas,

GEORGE B. COLLINS,
KENNETH W. PRINGLE, JR.,
W. F. SCHELL,
ROBERT M. COLLINS,
WILLIAM L. OLIVER, JR.,
WILLIAM V. CRANK,
TOM C. TRIPLETT,
Wichita, Kansas,

THOMAS M. BURNS,
PETER J. WALL,
Denver, Colorado,
Attorneys for Respondents.

R. L. Stinnett, Inc., 920 Cherry Street, Kansas City, Mo. 64106, HArrison 1-5200

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IN THE

SUPREME COURT OF THE UNITED STATES

No. 862

ANNA KNOLL and ROSE KELLER,
Petitioners,

vs.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, and MOBIL OIL COMPANY,
Respondents.

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

OPINIONS OF THE COURTS BELOW

Memorandum opinion of Judge Wesley E. Brown of the United States District Court for the District of Kansas, dated December 10, 1964; Per Curiam opinion of the United States Court of Appeals for the Tenth Circuit, 350 F.2d 407 (1965).

JURISDICTION

Petitioners state the jurisdiction of this Court is provided by 28 U.S.C. 1254. This statute does not make it mandatory that a review by writ of certiorari be granted as a matter of right, but makes it one of sound judicial dis-

cretion. Before a writ of certiorari shall be granted there must be important reasons therefor, such as a conflict of decisions in the Court of Appeals, a decision on an important question which departs from the decision of the Supreme Court, or a departure from the accepted course of judicial proceedings to an extent that it is necessary to exercise the supervisory powers of the Court. U.S. Sup. Ct. R. 19. Since none of the situations, or a similar situation, exist as to the present case, this Court should exercise its discretion by dismissing the petitioners' writ of certiorari.

The Court should be informed that there is presently pending in the United States District Court for the District of Kansas, cases numbered W-3361, W-3362, and W-3363, consisting of interpleader actions brought by Socony Mobil, a respondent here, naming the petitioners and the remaining respondents as defendants. These actions involve the same substantive facts and issues as the present case. Therefore, the issue before this Court is moot in that the same court which originally dismissed petitioners' complaint for lack of jurisdiction, now has jurisdiction to adjudicate all of the claims petitioners alleged in the first action.

QUESTIONS PRESENTED

The sole issue before this Court is whether the Court of Appeals properly affirmed the dismissal by the District Court of the petitioners' complaint for lack of jurisdiction.

CONSTITUTIONAL QUESTIONS INVOLVED

Contrary to petitioners' assertions, there are no constitutional questions in this case.

STATEMENT

The substantive facts of this case are lengthy and complex. In a previous action based upon the same facts, brought by petitioners in the United States District Court for the District of Kansas, being Civil Action No. W-1811, styled Rose Keller, Anna Knoll and Margaret Sluga v. Alex Knoll, the petitioners dismissed their complaint with prejudice as a result of a settlement agreement. In spite of the complexity of the substantive facts, the jurisdictional facts are simple and clear and the only facts that are relevant to this petition.

On July 21, 1964, petitioners Anna Knoll and Rose Keller instituted the present action. Jurisdiction, as stated in their complaint, was based upon diversity of citizenship. The defendants named in this action were Alex Knoll, Josephine Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Mary Bittel, Adolph Knoll, Stephanie Knoll, Margaret Sluga, Casey Jones and Mobil Oil Company. The complaint alleged that the petitioner Rose Keller was a citizen of Illinois, and that the defendants Adolph Knoll, Stephanie Knoll and Margaret Sluga were also citizens of Illinois. The relief prayed for was an adjudication that petitioners were owners of an undivided 1/9th interest in a half section of land in Graham County, Kansas, and the oil produced from said land. Respondents moved to dismiss the complaint for lack of jurisdiction, improper venue, and because the action was barred under Rule 60(b) of the Federal Rules of Civil Procedure. The District Court sustained the motion on the ground that it lacked jurisdiction in that a plaintiff and three defendants were all citizens of Illinois. In addition, the Court held that all the parties were indispensable and could not be dismissed or realigned to cure the jurisdictional defects, although this was never urged by the petitioners. The decision was

affirmed by the United States Court of Appeals for the Tenth Circuit.

ARGUMENT

The single issue before the Court of Appeals was dismissal of petitioners' complaint on the ground that the United States District Court for the District of Kansas lacked jurisdiction. As stated before, petitioners' complaint based jurisdiction on the diversity of citizenship of the parties, but at the same time alleged, truthfully, that the petitioner Rose Keller and respondents Adolph Knoll, Stephanie Knoll and Margaret Sluga were citizens of the same state. If the District Court had found jurisdiction based on these facts, it would clearly be in conflict with the decision of this Court in the case of *Strawbridge v. Curtiss*, 3 Cranch 267, 2 L. Ed. 435 (1806). We submit that dismissal of this case was mandatory.

CONCLUSION

Respondents pray that this Court deny petitioners' petition for writ of certiorari for the reasons set out above.

Respectfully submitted,

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1965

No. 862

ANNA KNOLL AND ROSE KELLER, *Petitioners*

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBIL OIL COMPANY, *Respondents*

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Tenth Circuit

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PETITION FOR REHEARING

Petitioners Anna Knoll and Rose Keller hereby apply for a rehearing of the Order of this Court, dated February 21, 1966, denying their petition for a writ of certiorari to review the judgment of the Court of Appeals for the Tenth Circuit, which affirmed the dismissal action of the United States District Court for the District of Kansas for a want of federal jurisdiction.

REASONS FOR GRANTING REHEARING

The case of petitioners for which they are asking this Court to grant a rehearing involves Constitutional issues comparable in importance to cases now before the Supreme Court of the United States and other cases that have already been decided by the Supreme Court of the United States.

Petitioners represent one of the most helpless classes of people throughout the United States. They have *not* been able to realize justice with respect to the rights guaranteed to them under the Constitution in getting their inheritance in that they are lacking in legal sophistication, have very limited funds, and are greatly outnumbered by their opponents, while their opponents are represented by a battery of the most experienced lawyers having extensive facilities and funds. Since petitioners are *not* lawyers they lacked the necessary legal sophistication to protect their inheritance interest down through the years when evidence in favor of petitioners was suppressed. As a consequence petitioners have *not* received a cent of benefit from their mother's estate even though their other brothers and sisters and many others have benefitted from their mother's estate for many years to petitioners prejudice.

1. Petitioners' Constitutional Rights Have Been Violated Because Evidence in Their Favor Has Been Suppressed in Court Proceedings

Petitioners are using exhibits to support their statements in this petition because of the manner in which evidence in their favor has been suppressed in court proceedings relating to their parents estate. This was done to deprive petitioners of their undivided one-ninth

inheritance interest in fee simple each of the petitioners have in their mothers 320-acre farm. The Constitutional rights of petitioners have been violated in that evidence in their favor has been suppressed in court proceedings, as was done in the case entitled *Harry Pyle* v. *State of Kansas,* 317 U.S. 213. Harry Pyle did *not* get the equal protection of the law in Kansas guaranteed to him by the 14th amendment of the Constitution of the United States until his case was reviewed by the Supreme Court of the United States.

Petitioners' inheritance interests in Kansas have been prejudiced through the combined efforts of their many opponents to such an extent that they are *not* able to get a lawyer that can practice in the courts of Kansas that will help them get their valuable inheritance in Kansas, which includes royalty interests from oil being produced from about 13 oil wells. As a consequence petitioners are in the same predicament as those who are denied counsel in that petitioners lack the necessary legal sophistication required to protect their inheritance interests when their opponents suppress evidence in favor of petitioners.

2. The Tenth Circuit Erred in Affirming the Dismissal by the United States District Court for the District of Kansas in That Petitioners' Constitutional Rights Have Been Violated in Court Proceedings and There Is Jurisdiction

The Tenth Circuit erred in affirming the dismissal action by the United States District Court for the District of Kansas of petitioners' complaint for lack of jurisdiction in that the Tenth Circuit affirmed the decision of a biased judge who prepared a biased twenty-page memorandum of opinion. This was done to keep in effect a *void* Order of Dismissal filed August 31, 1959, to *petitioners' prejudice,* signed by his prede-

cessor, Judge Delmas C. Hill, who is now a Tenth Circuit Judge. This Order of Dismissal is reproduced as *Appendix A* on pages 1a-2a.

The aforementioned Order of Dismissal is void in that it relates to royalty conveyances with regard to the Rose Knoll estate in which petitioners now have and have always had as much inheritance interest in fee simple as respondent Alex Knoll. It is unconstitutional to use a federal court order to make it appear as if respondent Alex Knoll were conveying an interest that does not belong to him and thereby depriving petitioners of their inheritance interests.

The parties named in the Order of Dismissal have *not* settled their differences as stated in the Order of Dismissal in that petitioners did *not* get their inheritance as decreed in a November 15, 1957 Decree of Descent. The Order of Dismissal does *not* refer to James O. McVey, a Hill City lawyer, that posed as a family mediator so he could help to trick petitioners into signing the agreement referred to in that Order of Dismissal. James O. McVey also helped to trick petitioners into signing deeds to Alex Knoll in July 1959 that are *not* mentioned in that Order of Dismissal. This was done to deprive petitioners of their inheritance and thereby to remove the cloud from respondent Alex Knoll's title in that respondent Socony Mobil was purchasing the oil produced from the subject matter of this controversy on the basis of Alex Knoll's "color of title."

This Order of Dismissal is being used to discriminate against petitioners who have *not* received a cent of benefit from the Rose Knoll estate while the other heirs of Rose Knoll and others are enriching them-

selves from this estate, as they have been doing since their mother's death on December 13, 1941.

Petitioners did *not* get proper legal counsel from James R. Barr, who signed as petitioners' attorney on the aforementioned Order of Dismissal, nor from Mr. Alvin G. Brooks in that both were informants to petitioners opponents and for that reason Mr. James R. Barr named only one of petitioners opponents as a defendant. This was done so that this one defendant would be in a better position to work with all of petitioners opponents to petitioners prejudice. At that time petitioners did not realize that they had so many opponents. Petitioners did not realize until the summer of 1962 that respondent Margaret Sluga, who is named as one of the plaintiffs in this Order of Dismissal, invaded petitioners privacy while petitioners consulted Mr. James R. Barr of Wichita, Kansas and Mr. Alvin G. Brooks of Evanston, Illinois so Margaret Sluga could help petitioners' opponents deprive petitioners of their inheritance.

Petitioners had never heard about these two lawyers prior to consulting them about their inheritance in 1958. Mr. Brooks of Illinois, who was recommended to Rose Keller by an Illinois acquaintance, arranged an appointment for Rose Keller with Mr. Barr's law firm at Wichita, Kansas in November 1958. After consulting with Mr. Barr, who was assigned the case, petitioner Rose Keller paid Mr. Barr a retainer fee to help her get her inheritance. Rose Keller did not realize that she was *not* getting proper legal advice from either of these lawyers in that Rose Keller was so utterly lacking in legal sophistication at that time that she had to rely entirely on lawyers for legal ad-

vice. Correspondence written by Alvin G. Brooks to Mr. Barr's law firm that led Rose Keller to believe that litigation was necessary to get her inheritance is reproduced as *Appendix B* on page 3a and as *Appendix C* on page 4a.

Petitioners did not know about this August 31, 1959 Order of Dismissal until a year later because they were not sent a copy of this Order of Dismissal by Mr. James R. Barr and were not told about this Order of Dismissal either by Mr. Barr or Mr. Brooks. Therefore petitioners did not know about this Order of Dismissal until about September 1960 after they made a special trip to Wichita to find out for themselves what had been filed in the United States District Court for the District of Kansas. The filing of an Order of Dismissal to *petitioners' prejudice without their knowledge* is clearly a denial of due process in violation of the fourteenth amendment of the Constitution and a violation of a lawyer's fiduciary relationship with a client.

Petitioner Anna Knoll sent a letter dated March 9, 1966 to the County Clerk of Graham County, Kansas to get her certificate of title recorded which she already had at the time the aforementioned 1959 litigation was filed by Mr. Barr. She did this in that she now has and has always had as much inheritance interest in her mother's estate as Alex Knoll and any of the other Knoll heirs, and in that Mr. Barr did *not* even make an attempt to get petitioners' certificates of title recorded. Instead Mr. Barr helped to trick petitioners into signing deeds to Alex Knoll that weren't even discussed with petitioners and then refused to help petitioners when they appealed to him for help. Petitioner Anna Knoll's letter of March 9, 1966 to the

County Clerk of Graham County, Kansas is reproduced as *Appendix D* on page 5a, and Adam Knoll's Western Union telegram of March 7, 1966 that she used as one of the enclosures to this letter as *Appendix E* on page 7a.

Petitioner Anna Knoll did not know whether Adam Knoll was acting in good faith when he sent her this telegram in that there has been a complete extraction of family ties and in that he has been helping to deprive petitioners of their inheritance down through the years. Petitioner Anna Knoll was merely using this telegram to give him and the other Knoll heirs the opportunity to carry into effect what she thought he implied in this telegram about wanting to get their mother's estate settled. The McVey referred to in Adam Knoll's telegram of March 7, 1966 is a Hill City lawyer that posed as a family mediator when petitioners were tricked into negotiating the aforementioned agreement that was to petitioners prejudice. Petitioners do *not* know why Adam Knoll even mentioned McVey in this telegram in that all the Knoll heirs know that there has never been a lawful disposition of petitioners inheritance and that petitioners are therefore entitled to their inheritance just like the rest of the Knoll heirs.

The County Clerk of Graham County, Kansas refused to record Anna Knoll's certificate of title and informed petitioner Anna Knoll to this effect by letter dated March 11, 1966. This County Clerk's answer is no basis for refusing to record Anna Knoll's certificate of title in that Anna Knoll now has and has always had as much inheritance interest in her mother's estate as Alex Knoll and any of the other

Knoll heirs. The County Clerk's answer merely reveals all the discrepancies that exist on matters relating to the Rose Knoll estate to deprive petitioners of their inheritance. The *three* annual tax statements that are sent to petitioners on petitioners royalty interest being held in suspense by Socony Mobil reveal that no Knoll heir has a valid deed in that only one of these three tax statements is identified with the name of Alex Knoll. The March 11, 1966 letter of the County Clerk of Graham County, Kansas to Anna Knoll is reproduced as *Appendix F* on page 8a.

Petitioner Anna Knoll made a special trip to the Supreme Court of the United States on February 23, 1966 to check the records on file in this case in that petitioners still did not know on what basis the Tenth Circuit rendered its per curiam opinion in view of the 10-page printed brief and other data petitioners presented to the Tenth Circuit, and the 37-page and 4-page printed reply briefs filed by their opponents, and in that petitioners did *not* know on what basis their 14-page petition for rehearing was denied by the Tenth Circuit. Petitioners wish to emphasize that *two* separate and distinct reply briefs were filed by their opponents in the *Tenth Circuit, but that their opponents filed only one reply brief in the case before this Court. Petitioners also wish to emphasize that their opponents were represented by a battery of lawyers* and that petitioners were representing themselves because their inheritance interests had been prejudiced to such an extent that they could *not* find a Kansas lawyer that would help them get their inheritance.

The names of the twenty-six lawyers that appeared on the *two* separate and distinct briefs filed by their

opponents in the Tenth Circuit are listed on pages 9a-10a of *Appendix G*. This appendix is a copy of the Per Curiam Opinion of the United States Court of Appeals for the Tenth Circuit, 350 F. 2d 407 (1965).

The 37-page brief presented to the Tenth Circuit by petitioners' opponents is reproduced as *Appendix H* on page 12a, and the other brief presented to the Tenth Circuit by petitioners opponents is reproduced as *Appendix I* on page 20a.

Petitioners ten-page brief is reproduced as *Appendix J* on page 26a and their 14-page petition for rehearing is reproduced as *Appendix K* on page 38a.

Petitioners did not have an appendix in the aforementioned 10-page brief; however they included an appendix in the aforementioned petition for rehearing because the aforementioned 37-page brief of their opponents contained an appendix with exhibits that were prejudicial to petitioners and did not include material relating to Socony Mobil that was favorable to petitioners. This 37-page brief did *not* include in the appendix the Answer of Socony Mobil which contains a statement to the effect that Anna Knoll and Rose Keller had been corresponding with Socony Mobil about the discrepancies in their interests since early 1960. The statement to this effect appears an page 54a of *Appendix L*, which is a copy of the aforementioned answer of Socony Mobil.

Petitioner Anna Knoll made the aforementioned trip to the Supreme Court of the United States immediately after she learned that the petition for writ of certiorari had been denied since she wanted to find out what records were sent to this Court by the Deputy

Chief Clerk of the Tenth Circuit with his letter of November 18, 1965 (*Appendix M,* on page 58a). She also wanted to see what records were sent to this Court by the Clerk of the United States District Court for the District of Kansas in his letter of December 28, 1965 (*Appendix N* on page 59a).

During this trip to the Supreme Court of the United States petitioner Anna Knoll discovered that the three aforementioned briefs (the brief filed by petitioners and the two briefs filed by their opponents) had not been forwarded to the Supreme Court of the United States by the Deputy Chief Clerk of the Tenth Circuit.

Petitioner Anna Knoll noted that the records sent to this Court by the Clerk of the United States District Court for the District of Kansas did not include any of the records which showed the returns on Service of Writ. She noted that the transcript of her statement of August 28, 1964, to which she has frequently referred was not shown on the Clerk's index and therefore could easily have been overlooked by anyone reviewing the records listed on this clerks index. She noted that this transcript was covered with the material enumerated in the clerk's index and the clerk's certificate and that the transcript of her statement was hard to read because it was fastened at the top with an acme fastener and bound together on the left side.

Petitioner Anna Knoll mentions these returns on service of writ in that a statement is made on page 3 (*Appendix H* on page 16a) of the aforementioned 37-page brief of her opponents to the effect that proper service had *not* been made on petitioners opponents, and for that reason these should have been included

with the records that were sent to the Tenth Circuit and also to the Supreme Court of the United States.

Petitioner Anna Knoll mentions the aforementioned statement of August 28, 1964 in that her closing statements to the Court were to the effect that she had been deprived of her inheritance without due process of law in violation of the fourteenth amendment of the Constitution and the judge said he would take this into consideration; however she did not find any reference in his memorandum of opinion that indicated that he did take this into account. The pertinent pages of petitioner Anna Knoll's statement of August 28, 1964 are therefore reproduced in *Appendix O* on pages 60a-63a. This statement was transcribed by Ned C. King as shown in *Appendix P* on page 64a and forwarded to the Tenth Circuit in April 1965 as shown in *Appendix Q* on page 65a, which is a letter dated April 5, 1965 written by the Clerk of the United States District Court for the District of Kansas.

Judge Wesley E. Brown released Socony Mobil from liability to petitioners even though Socony Mobil was properly served by a U. S. Marshal and even though Socony Mobil admitted that it had been corresponding with petitioners about their inheritance interests since early 1960. Socony Mobil's liability to petitioners is apparent from the February 17, 1964 letter they wrote to Anna Knoll that was attached as Exhibit N to petitioners complaint in that Socony Mobil made payments to the other Knoll heirs on the basis of Alex Knoll's "color of title" while holding petitioners royalty interest in suspense on the basis of the aforementioned *void* order of dismissal. This February 17, 1964 letter indicates that as of about two years ago $5,734.79 had been held in suspense by Socony Mobil in royalty in-

terest for Anna Knoll. The same amount was held in suspense for Rose Keller. A copy of Socony Mobil's letter of February 17, 1964 is reproduced as *Appendix R* on page 66a.

The Court of Appeals of the Tenth Circuit erred in affirming the dismissal action by the United States District Court for the District of Kansas in that the constitutional rights of petitioners have been violated, in that there is diversity of citizenship between all respondents and petitioner Anna Knoll whose undivided one-ninth inheritance interests do not disturb the rightful share of any of the respondents or any other party, and in that there is diversity of citizenship between Rose Keller and the other *indispensable* parties.

3. Petitioners Should Be Granted a Rehearing Because of the National Importance of This Case and the Three Related Cases That Have Been Prejudged

Petitioners should be granted a rehearing since there is a problem of national importance involved in this case and the three related cases that have been *prejudged* by the same judge that dismissed this case for lack of jurisdiction. This case and the related cases are of importance far beyond the parties and issues involved in that they represent principles and hopes of people throughout the country who are the victims of injustice and very unreasonable harassment, but who nevertheless hope to realize the justice guaranteed to them by the Constitution of the United States.

Socony Mobil did *not* file the three litigations referred to on page 2 of respondents reply brief because Socony Mobil was a mere *stakeholder* as stated in its three complaints. It filed these three interpleader actions because it and many other parties have been

trespassing the inheritance rights of petitioners on the basis of Alex Knoll's "color of title", and for this reason Socony Mobil and the other parties found the interpleader actions an expedient to extricate each other from liability to petitioners. For this reason Socony Mobil kept petitioners preoccupied with these three litigations for about a year after petitioners appealed this case to the Court of Appeals for the Tenth Circuit.

Evidence was suppressed down through the years about the *joint* interests of petitioners five brothers and two sisters until this was revealed in the three litigations filed by Socony Mobil in the early part of 1965 that were already *prejudged* in favor of petitioners opponents. The complaints in these three litigations state in effect that these seven Knoll heirs claim a *joint* 30/32 of 1/8 royalty interest in contrast to the 1/32 of 1/8 royalty interest each of the petitioners are supposed to have. This 1/32 of 1/8 royalty interest is considerably less than the royalty interests of the other seven Knoll heirs as each of the other seven Knoll heirs is getting more than 4/32 of 1/8 royalty interest. *The two transfer orders and one division order that were sent to petitioners in 1959 for signature were sent to them merely to suppress evidence of the actual inheritance interests petitioners have in the Rose Knoll estate. This was done to make it appear as if petitioners were entitled to only 1/32 of 1/8 royalty interest when they are actually entitled to the same royalty interest as any of the other Knoll heirs.*[1] A statement with

[1] The two transfer orders are reproduced in appendix 26 on pages 68a-72a of the petition for writ of certiorari. The division order is reproduced on page 77a of the petition for writ of certiorari.

respect to the *joint* 30/32 of 1/8 royalty interests of petitioners five brothers and sisters is contained in Socony Mobil's complaint in W-3363 reproduced as *Appendix S* see page 71a, paragraph 6.

Socony Mobil has never given petitioners an accounting of royalty interest it has been paying from the oil produced from their mother's estate on the basis of three purported leases, nor has Socony Mobil furnished petitioners any evidence of the sums it is purported to have paid into the registry of the U. S. District Court for the District of Kansas covering oil produced from the Rose Knoll estate. In its brief to the Court of Appeals for the Tenth Circuit, Socony Mobil stated that it paid an aggregate sum of $174,870.25, representing the amount of royalties due. This statement appears in *Appendix I* on page 25a.

This sum of $174,870.25 is the same as the sum of three funds shown in Socony Mobil's three complaints in civil actions No. W-3363, W-3362 and W-3361.

Paragraph four of the aforementioned complaint of Socony Mobil in civil action No. W-3363 (*Appendix S* on page 70a) states in effect that Socony Mobil presently has in its lawful possession a retained fund of $98,964.24 covering the purchase price of oil produced from the SE/4 of the Rose Knoll estate. A similar statement is made in paragraph 4 of the complaint in civil action No. W-3362 with respect to the west half of the northeast quarter of the Rose Knoll estate where the retained fund is shown as $66,222.45 and in the complaint in civil action No. W-3361 with respect to the east half of the northeast quarter of the Rose Knoll estate where the retained fund is shown as $9,683.56.

Evidence relating to the alleged interests in the estate of Rose Knoll other than petitioners brothers and sisters was also suppressed down through the years because these alleged interests are based on Alex Knoll's "color of title". The alleged interests of these other parties were revealed to petitioners in answers filed by them in response to Socony Mobil's three complaints. Some of these answers were sent to petitioners in April 1965 and other answers were not furnished to petitioners until September 1965.

An example of alleged interests revealed to petitioners in answers filed in response to Socony Mobil's complaint is the answer of National Cooperative Refinery Association in civil action No. W-3363. This answer had a division order attached thereto which is purported to be National Cooperative Refinery Association's evidence of having a 248/512 of 7/8 working interest in oil produced from the Southeast quarter of the Rose Knoll estate. This working interest is purported to be effective as of January 30, 1958. The division order on page 75a attached to the aforementioned answer of National Cooperative Refinery Association identifies the lease as 34990—Knoll A. A copy of this answer with division order attached is reproduced as *Appendix T* on page 73a.[2]

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[2] Petitioners tax statements show this southeast quarter of the Rose Knoll estate as being a Knoll A farm and as being under Empire Drilling Company. See Appendices 30 and 31 on pages 83a and 84a of Petition for Writ of Certiorari.

Another division order purported to be effective as of November 14, 1957 was attached to National Cooperative Refinery Association's answer of April 1965 on civil action No. W-3362. This division order is purported to be National Cooperative Refinery Association's evidence of having a 15/32 of 7/8 working interest in the oil produced from the west half of the northeast quarter of the Rose Knoll estate. The lease on that division order is identified as

Empire Drilling Company's answer of April 1965 is another example of interests in the estate of Rose Knoll, other than those of petitioners brothers and sisters, that were suppressed down through the years because these alleged interests are based on Alex Knoll's "color of title." Petitioners were not provided a copy of these answers of April 1965 until September 1965 because they had been prepared by Mr. Robert R. Freeman who made a threat to petitioners about their inheritance interests in a long distance telephone call to Anna Knoll when petitioners appealed this case to the Court of Appeals for the Tenth Circuit. Mr. Freeman's letter of September 14, 1965, the answer of the Empire Drilling Company in civil action No. W-3362, and the lease attached thereto are reproduced as *Appendix U* on pages 78a-86a.

One of the most prejudicial statements made in this answer is with respect to quieting title. See page 84a.

In contrast to the division orders attached to the aforementioned answers of the National Cooperative Refinery Association the two answers of the Empire Drilling Company had copies of two oil leases attached thereto covering the southeast quarter and the northeast quarter of the Rose Knoll estate. These two oil leases were made on the basis of Alex Knoll's "color

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34991—Knoll B. Petitioners tax statements show this part of the Rose Knoll estate as being a Knoll B farm and as also being under Empire Drilling Company.

Petitioners were *not* provided a division order or other document in Socony's three litigations (W-3361, W-3362, W-3363) showing working interests with respect to the east half of the northeast quarter of the Rose Knoll estate. This part of the Rose Knoll estate is identified on petitioners tax statements as being an Alex Knoll farm and as being under J. A. Terteling & Sons, Inc.

of title" in the early 1950's between respondents Alex Knoll and Josephine Knoll and Casey Jones.

Casey Jones, who is an attorney, was fully aware of Alex Knoll's "color of title" and for this reason represented Alex Knoll when the Rose Knoll estate was probated in November 1957 so he could help to prevent petitioners inheritance from going into effect even though a Decree of Descent was issued at that time. Casey Jones has helped to keep petitioners from getting their inheritance in that he was trying to keep the oil leases in effect that he made with Alex Knoll and Josephine Knoll on the basis of Alex Knoll's color of title, and subsequently made assignments and subassignments on the basis of Alex Knoll's "color of title."

Because Judge Wesley E. Brown, *prejudged* the three cases referred to on page 2 of respondents reply brief, petitioner Rose Keller filed an affidavit dated February 15, 1966 so that he would disqualify himself as required by *28 U.S.C. 144.* He *prejudged* these cases in favor of respondent Socony Mobil, respondent Casey Jones, Empire Drilling Company, National Cooperative Refinery Association, J. A. Terteling and Sons, etc. and to the prejudice of petitioners Anna Knoll and Rose Keller. Petitioner Anna Knoll filed an affidavit February 28, 1966 with respect to Judge Brown's bias. A copy of Anna Knoll's affidavit of February 28, 1966 is reproduced in *Appendix V* on page 87a.

The question of a judge's bias in petitioners case is similar to the question of a judge's bias in case No. 490 entitled Samuel H. Sheppard vs. E. L. Maxwell in which certiorari was granted.

The question of invasion of privacy by the use of informers to deprive petitioners of their inheritance

is similar to the question about invasion of privacy in case No. 794 entitled Hoffa v. United States in which certiorari was granted.

CONCLUSION

For the reasons set forth above, this Court should grant rehearing.

Respectfully submitted,

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Washington, D. C. 20005
Pro Se

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Route 1, Box 89
West 33rd Street
Zion, Illinois 60099
Pro Se

Certificate of Petitioners

Petitioners Anna Knoll and Rose Keller hereby certify that the foregoing petition for rehearing is presented in good faith and not for delay and is restricted to grounds specified in Rule 58 of the Rules of this Court.

ANNA KNOLL
Pro Se

ROSE KELLER
Pro Se

APPENDIX A

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF KANSAS

ROSE KELLER, ANNA KNOLL and MARGARET SLUGA,

Plaintiffs,

vs.

ALEX KNOLL,

Defendant.

Case No. W-1811

ENTERED

AUG 31 1959

CHARLES W. CAHILL, Clerk

ORDER OF DISMISSAL

Now on this 31st day of August, 1959, this cause comes on for hearing, the plaintiffs appearing by their attorneys, Ratner, Mattox & Ratner, and the defendant, by his attorneys, Collins, Hughes, Martin, Pringle & Schell, and the court being fully advised in the premises finds that the parties in the above entitled action have amicably settled their differences by virtue of an agreement whereby the defendant conveyed a 1/32nd of his royalty interest on the oil and gas leases presently in effect on the subject matter of this controversy to each of his brothers and sisters, including Joe Knoll, Adam Knoll, Adolph Knoll, Wendelin Knoll, Mary Bittel, Anna Knoll, Margaret Sluga and Rose Keller, the latter three being the plaintiffs in this action.

The Court further finds that by virtue of such conveyance, the parties to this action have fully settled their differences in this suit and that therefore, this action should be dismissed with prejudice to the plaintiffs.

130

IT IS THEREFORE ORDERED that the above entitled action be dismissed with prejudice to the plaintiffs and that the cost of this action be taxed to the defendant.

Chief Judge

APPROVED:

RATHER, MATTOX & RATHER

By James R. Barr
Attorneys for the Plaintiffs

COLLINS, HUGHES, MARTIN, PRINGLE & SCHELL

By Laverne Morin
Attorneys for the Defendant

APPENDIX B

ALVIN G. BROOKS
ATTORNEY AND COUNSELOR AT LAW
1627 ASHLAND AVENUE
EVANSTON, ILLINOIS

November 4, 1958

Re: Mrs. Rose Keller
Route 1, Box 89
W. 33rd Street
Zion, Illinois

C
[illegible], Hatton & Ratner
[illegible] North Market
Witchita, Kansas

Attention: Mr. Payne H. Ratner, Jr.

Dear [illegible]r. Ratner:

This office has been consulted by the above named person with reference to her inheritance claim involving property which should have been divided between her and several sisters and brothers.

The property is located in St. Peters, Kansas, and consisted approximately 320 acres and we further understand that there are now oil wells located on this property and that one of the brothers has complete charge of the land.

Mrs. Keller says that she has been deprived of her rights and when she talked to me about the matter I immediately suggested that she should confer with you as in all probability the matter appears to require litigation in the State of Kansas.

Mrs. Keller has had considerable research done in connection with the case and she is anxious to come to your office in Witchita, Kansas for an appointment to discuss the nature of her claim fully with you.

Kindly let us hear from you at your earliest convenience.

Very truly yours,

Alvin G. Brooks

Alvin G. Brooks

Note-
Rose-
Will contact you as soon as
I hear from Mr. Ratner

APPENDIX C

ALVIN G. BROOKS
ATTORNEY AND COUNSELOR AT LAW
1827 ASHLAND AVENUE
EVANSTON, ILLINOIS

November 27, 1950

Re: Mrs. Rose Keller, et al

Ratner, Mattox & Ratner
[illegible] North Market
Wichita, Kansas

Dear Mr. Ratner:

Mrs. Keller called at this office today and stated that she is very much pleased with the interview and courtesy shown by your associate Mr. James Robert Barr and has requested us to forward to you the enclosed photostats indicating possession by certificate of title and further that the originals are available for your inspection or use at any time.

Mrs. Sluga, who is Mrs. Keller's sister, stated that if there is any additional information which you need and if you would like to discuss the matter further with her she would appreciate an appointment with you within the next thirty days preferably on a Monday.

If we can be of further service do not hesitate to let us know.

Very truly yours,

Alvin G. Brooks

COPY

APPENDIX D

1500 Massachusetts Ave., N.W.
Washington, D. C. 20005
March 9, 1966

County Clerk
Graham County
Hill City, Kansas

Re: Decree of Descent No. D-189 on the Rose Knoll estate showing Anna Knoll's undivided one-ninth inheritance interest in fee simple in the East Half of Section 10, Township 10, South, Range 25 West, Graham County, Kansas; Anna Knoll's Certificate of Title Authorizing Anna Knoll to record her undivided one-ninth Inheritance Interest in Fee Simple in the Aforementioned 320-Acre Farm; Civil Action No. W-1811 in the United States District Court for the District of Kansas entitled Rose Keller, Anna Knoll, and Margaret Sluga vs. Alex Knoll wherein an attempt was made to give the aforementioned Inheritance Interest of Anna Knoll to Alex Knoll without Due Process of Law in Violation of the Fourteenth Amendment of the Constitution; Civil Actions No. W-3361, W-3362, and W-3363 (Consolidated) in the United States District Court for the District of Kansas entitled Socony Mobil Oil Co. v. Anna Knoll, et al.; and No. 862 in the Supreme Court of the United States, October Term, 1965, entitled Knoll, et al. v. Knoll, et al.

Dear County Clerk:

I, Anna Knoll, am enclosing a copy of my mother's Decree of Descent of November 1957, a photostat of my Certificate of Title, and a copy of a telegram dated March 7, 1966 relating to my inheritance interest effective as of the date of the death of my mother on December 13, 1941.

Please record my certificate of title so that I can enjoy my undivided one-ninth inheritance interests, which in-

cludes my royalty interest in my mother's valuable estate, as other heirs of my mother have been doing since her death on December 13, 1941.

Since it is unconstitutional to discriminate against me, I suggest that you refer any questions you may have about my certificate of title to all of the other Knoll heirs named in the aforementioned 1957 Decree of Descent. Each of these heirs is being sent a copy of the aforementioned telegram of March 7, 1966 from Adam Knoll to Anna Knoll so that they can see for themselves that Adam Knoll wants to get their mother's estate settled. I'll be pleased to pay any fees, taxes, etc. that may be required to be paid before my certificate is recorded just as soon as you have resolved any other questions you may have about my certificate of title with the other Knoll heirs named in the aforementioned 1957 Decree of Descent.

Yours truly,

ANNA KNOLL
(Miss) Anna Knoll

Enc. Decree of Descent, Certificate of Title, Telegram

cc—Rose Keller
Adam Knoll
Joe Knoll
Alex Knoll
Wendelin Knoll
Mary Bittel
Adolph Knoll
Margaret Sluga

APPENDIX E

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL, CHAIRMAN OF THE BOARD
R. W. McFALL, PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

RBA095 1057A EST MAR 7 66 (55)AA077 KB047
K HYA006 PD HAYS KANS 7 944A CST
MISS ANNA KNOLL
1500 MASSACHUSETTS AVE NORTHWEST APT 603 WASHDC
WE WOULD LIKE TO WORK WITH YOU. WE MIGHT HAVE CHANCE FOR ONE HALF. WENDELIN AND MCVEY WOULD GO ALONG WITH THIS OR MAYBE A LITTLE BETTER. WOULD APPRECIATE YOUR REPLY
ADAM KNOLL
(50).

APPENDIX F

GRAHAM COUNTY
HILL CITY, KANSAS

March 11, 1966

Miss Anna Knoll, Apt. 603
1500 Massachusetts Ave. N.W.
Washington, D. C. 20005

Dear Miss Knoll:

In reply to your letter dated March 9, 1966, I as County Clerk can be of no assistance to you in this matter. Our records show the Determination of Descent from Mrs. Rosa Knoll, from Probate Court dated Nov. 24, 1958. Listing the nine heirs.

Quit Claim Deeds from the eight heirs and their husbands and or wives to Alex Knoll and wife Dated July 23, 1959 were entered on our transfer book and Tax roll July 28, 1959.

I am sorry that I can be of no further help to you in this matter.

Sincerely,

Mabel Cafferty

Mabel Cafferty
Graham County Clerk

APPENDIX G

KNOLL v. KNOLL
Cite as 350 F.2d 407 (1965)

ANNA KNOLL and ROSE KELLER, *Appellants*,

v.

ALEX KNOLL, Josephine Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Mary Bittel, Adolph Knoll, Stephanie noll, Margaret Sluga, Casey Jones, and Mobil Oil Company, *Appellees*.

No. 8140.

United States Court of Appeals
Tenth Circuit.
Aug. 23, 1965.

Rehearing Denied Sept. 22, 1965.

Action brought by plaintiffs who alleged that they had lost their rights of inheritance in their parents' home in Kansas as result of fraud of defendants. The United States District Court for the District of Kansas, Wesley E. Brown, J., dismissed action and appeal was taken. The Court of Appeals held that in view of jurisdictional allegation of complaint that one of plaintiffs and some of defendants were citizens of Illinois, federal court did not have jurisdiction for lack of requisite diversity of citizenship.

Affirmed.

* * * * * * * * * *

Anna Knoll and Rose Keller, pro se.

Tom C. Triplett, Wichita, Kan. (George B. Collins, Oliver H. Hughes, Robert Martin, K. W. Pringle, Jr., W. F. Schell, Robert M. Collins, W. L. Oliver, Jr., W. V. Crank, Wichita, Kan., Thomas M. Burns and Peter J. Wall, Denver, Colo., on the brief), for appellees.

Richard B. Altman, Dallas, Tex. (Charles B. Wallace, Ross Madole, Donald G. Canuteson, Dallas, Tex., Mark H. Adams, Charles E. Jones, Wm. I. Robinson, J. Ashford Manka, Clifford L. Malone, Mark H. Adams, II, John S. Seeber, Floyd E. Jensen, Robert Hall, Philip L. Bowman and Joe Rolston, Wichita, Kan., on the brief), for Socony Mobil Oil Co., Inc.

Before PHILLIPS, PICKETT and LEWIS, Circuit Judges.

PER CURIAM.

[1, 2] Appellants filed this action in the United States District Court for the District of Kansas, alleging, in substance, that they lost their rights of inheritance in their parents' farm in Kansas as a result of the fraud of the defendants. Upon timely motion, the trial court dismissed the action for lack of the requisite diversity of citizenship. The jurisdictional allegation of the complaint states that one of the plaintiffs is a citizen of the District of Columbia, and the other a citizen of the State of Illinois. It also recites that while some of the defendants are citizens of Kansas, other defendants are citizens of the State of Illinois.[1] It is obvious there is no diversity of citizenship between the plaintiff and the defendants who are citizens of Illinois. It has long been held that diversity means "total diversity." That is, all the parties on one side must have citizenship diverse to those on the other side. Straw-

[1] Paragraph 1 of the complaint reads in part: "Plaintiff Anna Knoll is a citizen of the District of Columbia with a post-office address at 1500 Massachusetts Ave., N.W., Washington, D. C. Plaintiff Rose Keller is a citizen of the state of Illinois with a post-office address at West 33rd Street, Route 1, Box 89, Zion, Illinois. Defendants Alex Knoll, Josephine Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Mary Bittel, and Casey Jones are citizens of the State of Kansas. Defendants Adolph Knoll, Stephanie Knoll, and Margaret Sluga are citizens of the State of Illinois. The Mobil Oil Company is a corporation doing business in the State of Kansas. * * *"

bridge v. Curtis, 3 Cranch 267, 7 U.S. 267, 2 L.Ed. 435; Treinies v. Sunshine Mining Co., 308 U.S. 66, 60 S.Ct. 44, 84 L.Ed. 85, rehearing denied 309 U.S. 693, 60 S.Ct. 464, 84 L. Ed. 1034; Wagner v. Flora, 10 Cir., 290 F.2d 508; 28 U.S.C. § 1332; 1 Moore, Federal Practice, ¶ 0.60 [8.-4, pp. 644-645; Wright, Federal Courts, § 24, pp. 71-72.

We are also in agreement with the trial court's finding that all the parties are indispensable to the lawsuit, and that none could be dropped or realigned.

Affirmed.

APPENDIX H

BRIEF FOR THE APPELLEES

IN THE

UNITED STATES COURT OF APPEALS

TENTH CIRCUIT

No. 8140

ANNA KNOLL and ROSE KELLER,
Appellants,

vs.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES and MOBIL OIL COMPANY,
Appellees.

GEORGE B. COLLINS
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W. L. OLIVER, JR.
W. V. CRANK
T. C. TRIPLETT
of Wichita, Kansas

THOMAS M. BURNS
PETER J. WALL
of Denver, Colorado

Attorneys for Appellees

R. L. Murdock Co., Inc., 1106 Oak Street, Kansas City, Mo. 64106, HArrison 1-3080

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II

STATEMENT OF THE FACTS

A short review of prior litigation as well as proceedings in the District Court which led to this appeal will contribute to an understanding of the case.

Plaintiffs and all of the defendants except Casey Jones and Mobil Oil Company are brothers and sisters or their spouses. The real estate in question originally belonged to the parents. After the death of the parents, record title became vested in the defendant Alex Knoll through quit claim deeds executed by the other members of the family. Oil was discovered on the property.

In 1959, the plaintiffs Anna Knoll and Rose Keller, together with Margaret Sluga, a party defendant in this action, joined as plaintiffs in a civil action brought in the United States District Court for the District of Kansas against the defendant Alex Knoll. (Record in Case W-1811) The object of that action was to have title to the land declared to be held in trust for the benefit of the plaintiffs and the other brothers and sisters. The 1959 action was settled under an Agreement whereby Alex Knoll conveyed 1/32nd royalty interest in oil and gas production from the land to the plaintiffs and other members of the family. An appropriate order was entered in that case on August 31, 1959, dismissing the action with prejudice to the rights of the plaintiffs. The royalty conveyances were made and delivered to all grantees. The plaintiffs in the present action, however, have refused to accept royalty payments thereunder. Plaintiffs were represented by counsel in the 1959 case. (Record in Case No. W-1811)

On July 21, 1964, Anna Knoll and Rose Keller instituted the present action claiming that the settlement of the 1959 case was fraudulently procured and again asserting their alleged right to an undivided interest in the Graham County real estate and the oil which it has produced. (Complaint)[2]

---

2. Since no printed record has been prepared in this case, we attached as an Appendix to this brief, the Complaint, defendants' Motion to Dismiss, the Opinion of the District Court and the Judgment.

IN THE

UNITED STATES COURT OF APPEALS

TENTH CIRCUIT

No. 8140

ANNA KNOLL and ROSE KELLER,
Appellants,

vs.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES and MOBIL OIL COMPANY,
Appellees.

BRIEF FOR THE APPELLEES

I.

STATEMENT OF THE CASE

This is an appeal from an Order of the United States District Court for the District of Kansas, dismissing plaintiffs' complaint for want of Federal jurisdiction. The plaintiffs[1] claim an undivided interest in a half section of farm real estate situated in Graham County, Kansas, and in royalties from oil and gas production from the property.

The present suit is the latest in a series of legal actions undertaken by the plaintiffs with respect to their claim. Plaintiffs appear pro se in this Court and in the District Court.

The existence or lack of Federal diversity jurisdiction is the paramount issue.

---

1. For clarity, the parties will be referred to as they appeared in the Court below: Appellants as plaintiffs and appellees as defendants.

Defendants moved to dismiss the action for lack of diversity jurisdiction, improper venue, bad service and because plaintiffs' claim was barred under Rule 60(b), F.R.C.P. Oral arguments were presented in the District Court. It is clear from the Court's opinion that plaintiffs' case was accorded full consideration. The Court sustained defendants' motion on the jurisdictional ground.

III.

APPELLEES' SPECIFICATION OF POINTS

1. The District Court properly concluded and ruled that it lacked jurisdiction.

2. Venue has not properly been laid in the United States District Court for the District of Kansas.

3. Plaintiffs' claim is barred under Rule 60(b), F.R.C.P.

IV.

ARGUMENT AND AUTHORITIES

1. The Complaint Shows on Its Face That the District Court Is Without Jurisdiction.

Plaintiffs' Complaint alleges that the jurisdiction of the Court is based upon diversity of citizenship. (Complaint, Para. I, Appendix) The Complaint correctly alleges that the plaintiff Rose Keller is a citizen of Illinois and that the defendants Adolph Knoll, Stephanie Knoll and Margaret Sluga are also citizens of Illinois. (Complaint, Para. I, Appendix) It cannot be said that any of the defendants properly should be realigned with the plaintiffs in the action. All of them, including Margaret Sluga, who was a plaintiff in the 1959 case, now own an undivided interest in the royalties from oil and gas produced on the land in question, and according to the allegations of the Complaint, participated in and have accepted the benefits of the alleged fraudulent settlement of the 1959 litigation.

The District Judge concluded that the requirement of complete diversity of citizenship was missing on the allegations of the Com-

plaint and that the Court lacked jurisdiction. *Strawbridge* v. *Curtiss*, 3 Cranch 267, 2 L. Ed. 435 (1806). We submit that the dismissal of the case is mandatory.[3]

2. Improper Venue.

Under 28 U.S.C.A. § 1391, the venue requirement in a diversity action is that all of the plaintiffs or all the defendants must be residents of the District in which the action is brought. The Complaint shows that none of the plaintiffs are residents of Kansas and only a part of the defendants are residents of Kansas. Obviously, venue, as required by 28 U.S.C.A. § 1391, is not present.

3. Plaintiffs' Claim Is Barred by Rule 60(b), F.R.C.P.

Plaintiffs' complaint in the present case is clearly an attack on the judgment and final order dismissing the 1959 case with prejudice to the rights of the plaintiffs. The basis of the attack is that the final order in the 1959 case was procured by fraud practiced by these defendants. The gist of the plaintiffs' complaint is accurately recited in the first sentence of paragraph F of the Complaint (Appendix), in which it is said that fraudulent representations were made to the plaintiff before and after their depositions were taken in 1959 in order to induce them to enter into a settlement of that case. The fraudulent conduct alleged amounts to fraud on the plaintiffs in the 1959 case, not fraud upon the Court. This must be the plaintiffs' position because the judgment in

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3. In *Martina Theatre Corp.* v. *Schine Theatres, Inc.*, 2 Cir., 278 F.2d 798 (1960), the Court states in a footnote to the opinion (note 1, page 800) that Federal courts have "ancillary jurisdiction" over an independent action to relieve a party from a judgment, order or decree regardless of whether a Federal question or diversity of citizenship is present; citing *Pacific R.R.* v. *Missouri Pacific Ry. Co.*, 111 U.S. 505, 4 S. Ct. 583, 28 L. Ed. 498 (1884). That case, in turn, cites *Krippendorf* v. *Hyde*, 110 U.S. 276, 4 S. Ct. 27, 28 L. Ed. 145 (1884). A proper analysis of both *Pacific R.R.* and *Krippendorf* show that the so-called "ancillary jurisdiction" of the original court is based upon the inherent power of courts to carry out, regulate or restrain the enforcement of their judgments, orders or process. This is a familiar concept but it is not involved in the instant case. Further, we submit, the rule of ancillary jurisdiction is not so broad nor the results of its application so startling as the footnote in *Martina* would indicate

the 1959 case was entered as the result of compromise, not as the result of a judicial determination.

Where pertinent, Rule 60(b) provides:

> "On motion and upon such terms as are just, the Court may release a party or his legal representative from a final judgment, order or proceeding for the following reasons: * * * (3) Fraud (whether heretofore denominated intrinsic or extrinsic), representation, or other misconduct of an adverse party. * * * The motion shall be made within a reasonable time made, and for reasons (1), (2) and (3), not more than one year after the judgment, order or proceeding was entered or taken. * * *"

The order of dismissal with prejudice in Case No. W-1811 was filed August 31, 1959, and the present action was commenced July 21, 1964.

The present action was commenced as an independent action which, we believe, it properly is. Nevertheless, we presume that this Court and the District Court might be justified in treating the action as the equivalent of a motion in the original case if that were necessary to afford these plaintiffs who are not represented by counsel in this proceeding, a remedy to which rightfully they are entitled.

At this point, however, the plaintiffs are confronted with a dilemma: If this action is to be treated as a proceeding on motion under Rule 60(b), then the plaintiffs clearly are barred under the rule because they failed to commence proceedings within one year after the judgment was entered; therefore, the complaint should be dismissed. If this is an independent action based on fraud, it is clear on the face of the complaint that diversity of citizenship is not present and the District Court was right in dismissing the complaint.

While Rule 60(b) was raised as a limitation provision in the event this action was treated as the equivalent of a motion in the original case, we believe that the District Court was correct in treating the present action as a new and independent suit and in no sense, a proceeding ancillary to the 1959 case. As suggested earlier, the substance of the plaintiffs' complaint is fraud practiced by the defendants in procuring

their agreement to the settlement of the 1959 litigation.[4] Alex Knoll was the single defendant in the 1959 litigation. In the present case, ten additional defendants have been joined, eight of them members of the family, Casey Jones, a member of the Bar of Kansas, and Mobil Oil Company, the purchaser of crude oil from the property. As we interpret the complaint, the plaintiffs claim that these additional parties cooperated in some fashion in defrauding them in the settlement of the 1959 litigation. This is a fresh claim.

CONCLUSION

It is clear, we submit, that the United States Courts lack jurisdiction of the plaintiffs' case and that in any circumstances, the plaintiffs' complaint was properly dismissed.

Respectfully submitted,

GEORGE B. COLLINS
OLIVER H. HUGHES
ROBERT MARTIN
K. W. PRINGLE, JR.
W. F. SCHELL
ROBERT M. COLLINS
W. L. OLIVER, JR.
W. V. CRANK
T. C. TRIPLETT
of Wichita, Kansas

THOMAS M. BURNS
PETER J. WALL
of Denver, Colorado

Attorneys for Appellees

4. See *Hood* v. *Hood*, 10 Cir., 335 F.2d 585 (1964).

[Appendix to Brief for Appellees (pages 7-37) is omitted from printing. The contents of the appendix are listed in the index.]

APPENDIX I

BRIEF OF APPELLEE SOCONY MOBIL OIL COMPANY, INC.

UNITED STATES COURT OF APPEALS

TENTH CIRCUIT

No. 8140

ANNA KNOLL and ROSE KELLER,
Appellants,

vs.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBIL OIL COMPANY,
Appellees.

APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS, WICHITA, KANSAS.

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P. O. Box 900
Dallas, Texas

RICHARD B. ALTMAN
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MARK H. ADAMS
CHARLES E. JONES
WM. I. ROBINSON
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CLIFFORD L. MALONE
MARK H. ADAMS, II
JOHN S. SEEBER
FLOYD E. JENSEN
ROBERT HALL
PHILIP L. BOWMAN
JOE ROLSTON OF COUNSEL
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Wichita, Kansas

Attorneys for Socony Mobil Oil Company, Inc.

B. L. MIDDENHALL, INC., 1108 Oak Street, Kansas City Mo. 64106, HArrison 1 3030

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UNITED STATES COURT OF APPEALS

TENTH CIRCUIT

No. 8140

ANNA KNOLL and ROSE KELLER,
Appellants,

vs.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBIL OIL COMPANY,
Appellees.

APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS, WICHITA, KANSAS.

BRIEF OF APPELLEE SOCONY MOBIL OIL COMPANY, INC.

NATURE OF THE CASE

This appeal by plaintiffs below, Anna Knoll and Rose Keller, is from an order and judgment of the United States District Court for the District of Kansas dismissing their action on the ground that there was no diversity of citizenship as required by 28 U.S.C.A. 1332. The sole question presented is whether such diversity of citizenship exists under the facts of this case.

FACTS

On July 21, 1964, Anna Knoll and Rose Keller commenced this action in the court below against Alex Knoll, Josephine Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Mary Bittel, Adolph Knoll, Stephanie Knoll, Margaret Sluga, Casey Jones and Mobil Oil Company,[1]

1. This defendant's correct name is Socony Mobil Oil Company, Inc. and will be hereinafter referred to as Socony.

being Civil Action No. W-3239, which action purported to be based upon diversity of citizenship of the parties. The plaintiffs sought, among other things, the following relief: To set aside an order of dismissal entered by the United States District Court for the District of Kansas on August 31, 1959, in a prior action, Case No. W-1811; a decree that certain oil and gas leases executed in 1951 and 1954 from Alex Knoll and wife to Casey Jones "be set aside and that new oil leases be executed by plaintiffs and defendants;" an order directing Socony to suspend payments to its royalty payees until the issue as to plaintiffs' alleged title was resolved; and an accounting from Socony for all royalty payments made since oil was "discovered on the aforementioned property in 1957." (Complaint, pages 9 and 10)

Socony timely filed its answer alleging, among other things, that there was a lack of indispensable parties for the reason that plaintiffs sought to invalidate certain oil and gas leases without joining the holders thereof as parties to the action; that Socony was an innocent purchaser of the oil and its interest in the litigation was that of a stakeholder; that the plaintiffs' complaint against it failed to state a claim upon which relief could be granted; and that therefore the action should be dismissed as to it. In its second defense Socony again stressed that it was a mere stake-holder in the litigation, but also alleged that the title questions raised by the plaintiffs-appellants should be fully adjudicated in order that it might be protected in making future payments to the proper parties for its crude oil purchases.

Thereafter the defendants, other than Socony, filed their motion to dismiss the action. On December 10, 1964, the District Court entered its Memorandum of Opinion in which it determined that the defendants, Margaret Sluga and Adolph and Stephanie Knoll, citizens of the State of Illinois, were indispensable parties; that their presence could not be disregarded in determining the jursidictional question; and that therefore they could not be dropped from the suit in order to save jurisdiction. The Court held that under the well-settled rule of *Strawbridge* v. *Curtiss*, 3 Cranch 267, 2 L. Ed. 435 (1806), complete diversity was not present inasmuch as one plaintiff, Rose Keller, was a citizen of

Illinois and the defendants mentioned above were also citizens of Illinois. In accordance with this Memorandum of Opinion and without ruling upon Socony's motion to dismiss as to it, the Court entered judgment on December 2, 1964, dismissing the action. Thereafter and on January 14, 1965, defendants filed their notice of appeal pursuant to Rule 73 (b) of the Federal Rules of Civil Procedure, 28 U.S.C.A.

ARGUMENT

As asserted in its answer, Socony's sole interest in this litigation, as a mere stake-holder, is a desire to have the title questions raised by plaintiffs fully adjudicated so that it may account to the proper persons for its purchases of oil from the lands involved. While Socony was not a party to the prior action in the United States District Court for the District of Kansas, entitled Rose Keller, Anna Knoll and Margaret Sluga, plaintiffs vs. Alex Knoll, defendant, Case No. W-1811, it has relied upon the judgment and order of the Court in that case and based upon such judgment has circulated division orders to the various royalty owners. All of such royalty owners except appellants herein, Anna Knoll and Rose Keller, have executed those division orders and Socony has accounted to them for their share of the proceeds for the purchases of the oil. Of course, Socony has always paid for the oil purchased from the lands here in dispute and continues to be willing and ready to pay for such oil, provided only that there has been a determination of the proper persons it is to pay.

As a stake-holder Socony has little or no interest in the merits of this action as between appellants and the other appellees. However, we would be less than candid with this Court if we did not frankly state that we agree with the District Court's disposition of this case. The Court below was compelled to dismiss the action for the simple reason that the requisite diversity of citizenship was lacking under 28 U.S.C.A. 1332. It is clear from the record that the appellant-plaintiff, Rose Keller, is a citizen of Illinois and three of the defendants-appellees are citizens of the same State. Therefore, there is no diversity of citizenship between the parties.

It seems appropriate to add here that after the filing of plaintiffs' notice of appeal in this case, demand was made upon Socony to account

to the various owners of oil and gas leasehold interests in the lands in dispute, which interest holders were not joined in the action although their title was drawn in question by the plaintiffs' complaint. As a result of the conflicting claims to the production of oil from the premises and since it believes that this Court must and will affirm the Trial Court's decision, Socony has, in order to protect itself, filed three separate interpleader actions in the United States District Court for the District of Kansas under the provisions of 28 U.S.C.A. 1335, and has paid in to the Registry of that Court an aggregate sum of $174,870.25, representing the amount of royalties due. Thus, the issues which appellants sought to litigate in this action will be determined in those cases in which there can be no question of jurisdiction.

CONCLUSION

We submit that the order and judgment of the Court below must be affirmed.

Respectfully submitted,

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APPENDIX J

No.

United States Court of Appeals

TENTH CIRCUIT

ANNA KNOLL and ROSE KELLER, *Appellants*

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBIL OIL COMPANY, *Appellees.*

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS, WICHITA, KANSAS

BRIEF FOR THE APPELLANTS

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United States Court of Appeals

TENTH CIRCUIT

No.

ANNA KNOLL and ROSE KELLER, *Appellants*

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CARRY JONES, MOBIL OIL COMPANY, *Appellees.*

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS, WICHITA, KANSAS

BRIEF FOR THE APPELLANTS

GENERAL COMMENT

Appellants Anna Knoll and Rose Keller do *not* appear pro se by choice. They made a diligent effort to get a Kansas lawyer to handle their case but could *not* find one because of the manner in which their interests in their parents valuable estate have been prejudiced.

Appellants Anna Knoll and Rose Keller have had very little time to devote to the preparation of this brief even though their time was extended to April 13, 1965 because they had to spend a considerable amount of time answering three complaints from appellee Mobil Oil Company relating to the subject of this appeal. Appellant Anna Knoll, who is employed on a full-time basis, was not able to complete her answers to these three complaints until March 30, 1965, and consequently has not had much time to devote to this brief.

NATURE OF APPEAL

This is an appeal by appellants Anna Knoll and Rose Keller from the judgment of the United States District Court for the District of Kansas, Wichita, Kansas entered on December 14, 1964. The judgment dismissed Civil Action No. W-3239 for a want of federal jurisdiction, and denied any relief, as prayed for.

The suit in civil action No. W-3239 was brought for determination of appellants interests (including royalty interest) in their natural parents' 320-acre farm located in Graham County, Kansas, which their five brothers and other two sisters have been using to appellants' prejudice since their father's death.

BACKGROUND INFORMATION

Before discussing the judgment of December 14, 1964, it is necessary to discuss certain pertinent background information.

P. A. Knoll and Rose Knoll of Graham County, Kansas, the owners of the aforementioned 320-acre farm, were the natural parents of appellants Anna Knoll and Rose Keller and appellees Alex Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Adolph Knoll, Mary Bittel, and Margaret Sluga.

P. A. Knoll passed away on January 14, 1938 and Rose Knoll passed away on December 13, 1941. Rose Knoll, who could *not* speak, read, or write the English language and had no business experience, is purported to have been the executrix of P. A. Knoll's estate. She could *not* communicate with the Probate Judge of Graham County, Kansas, except through an interpreter. Their mother, Rose Knoll, did *not* and could *not* function as an executrix.

Appellant Anna Knoll is a resident of *Washington, D. C.*, appellant Rose Keller is a resident of *Illinois*, four of their brothers (Alex Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll) and their sister Mary Bittel are residents of *Kansas*, and their brother Adolph Knoll and their sister Margaret Sluga are residents of *Illinois*.

Appellee Mobil Oil Company, the purchaser of the oil produced on the aforementioned 320-acre farm, has paid considerable royalty interest to the other seven Knoll heirs mentioned above, *but none to appellants*, on the basis of a 1959 agreement that appellants repudiated. Appellants Anna Knoll and Rose Keller repudiated this agreement in that they were *tricked* into signing this 1959 agreement which gives them no interest in their parents 320-acre farm and gives them much

less than their rightful share of royalty interest. A copy of this 1959 agreement is attached as *Exhibit J* to the Complaint in case No. W-3239. This Complaint, with exhibits attached, is shown in the index of the record of appeal as appearing on page 1.

This 1959 agreement makes it appear as if appellee Alex Knoll and his wife Josephine Knoll made *two* valid oil leases with Casey Jones in the early 1950's when they leased this 320-acre farm for oil and gas purposes, and as if they had given all the heirs of P. A. Knoll and Rose Knoll an equal share of royalty interest to terminate the lawsuit and to keep peace among the Knoll heirs. Some of the contents of this July 23, 1959 agreement were embodied in the Order of Dismissal in case No. W-1811. However no reference is made in the Order of Dismissal to the three-part *deed* mentioned in the agreement that appellants were tricked into signing after they had been tricked into signing the agreement. Moreover, only *nine* of the *ten* parties to the agreement are shown in the Order of Dismissal. The name of Alex Knoll's wife, Josephine Knoll, which appears in the first paragraph of the agreement is the *only* party of the ten parties listed in the July 1959 agreement that is not listed in the Order of Dismissal in case No. W-1811. This means in effect that six parties were added without a motion or order to the four parties that were named in the Complaint in Case No. W-1811 to negotiate an agreement in July 1959 that was to plaintiffs' prejudice and to the benefit of the other seven Knoll heirs.

Appellants did *not* have the opportunity to appear before a judge to have a full and fair hearing in case No. W-1811.

A lawyer is shown in case No. W-1811 as representing appellants and appellee Margaret Sluga, the three parties that are named as plaintiffs in case No. W-1811 in which Alex Knoll was named the only defendant. Appellants did not know that Margaret Sluga was *secretly* working for Alex Knoll's interests in this litigation. Consequently appellants did *not* realize that they would be tricked into signing an agreement and a three part deed, both of which are to appellants' prejudice, and that this would be done by bringing in the other five Knoll heirs and Alex Knoll's wife as additional parties. The lawyer that is purported to have represented appellants in case No. W-1811 was more of a handicap than a help in that he worked primarily for Margaret Sluga's interests. She was and is appellants' adversary.

Appellants did *not* know until the summer of 1962 that Margaret Sluga was *secretly* working with Alex Knoll and the other Knoll heirs

in case No. W-1811 to help trick appellants into signing the 1959 agreement so appellants would not get any interest in their parents' 320-acre farm and only a small portion of royalty interest. This was done to keep the two oil leases in effect that Alex Knoll and his wife had made with Casey Jones in the early 1950's.

The aforementioned oil leases made in the early 1950's between Casey Jones and Alex Knoll and his wife Josephine Knoll were made a number of years before appellants received their *first* notice of a hearing on their parents' estate. Appellants received their first notice of a hearing in 1957 when appellee Alex Knoll claimed to be the owner of their parents' 320-acre farm. Appellee Casey Jones, an attorney from Graham County, Kansas represented appellee Alex Knoll in this 1957 hearing on their parents' estate. At this 1957 hearing the other seven Knoll heirs also worked together *secretly* so appellants would not be able to get proper legal counsel and so they would not get a hearing in court.

When appellants wanted to know what this 1957 hearing was all about they were told by Hill City, Kansas lawyers that appellants had no interest in their deceased parents farm in that appellee Alex Knoll got title to their parents' farm from appellee Adolph Knoll. When appellants wanted to know how appellee Adolph Knoll got the title to their parents' farm they were told they had signed a 1942 deed to appellee Adolph Knoll. This news about a 1942 deed was a *complete surprise* to appellants in that they had never heard anything about a 1942 deed to Adolph Knoll until this 1957 hearing. *When appellants* wanted to see this 1942 deed that they had never heard about before this 1957 hearing, this 1942 deed was *not* produced for them to examine even though the lawyers that appellants consulted discussed this matter with appellee Casey Jones. Three of the seven Knoll heirs even consulted lawyers with appellants to negate appellants efforts to get their inheritance at this hearing in 1957.

THE JUDGMENT IN CASE NO. W-3139

The judgment entered on December 14, 1964 was rendered after appellee Mobil Oil Company filed its *Answer* and the ten other appellees filed a *Motion to Dismiss*. Although Mobil Oil Company prayed that action as to it be dismissed, it expressed a desire in the second defense to the effect that the title question raised by appellants be fully adjudicated. Appellee Mobil Oil Company admitted in paragraph 8 of its answer that appellants have been corresponding with Mobil Oil Company since the early part of 1960. Appellants corre-

sponded with Mobil Oil Company for a number of years to inform this company to the effect that appellants were *not* signing division orders giving them less than their rightful share of royalty interest in that the interests of the nine natural heirs of P. A. Knoll and Rose Knoll in the aforementioned 320-acre farm had *not* yet been adjudicated in accordance with due process of law.

The aforementioned Motion to Dismiss challenged the Court's jurisdiction in case No. W-3239 which is based on diversity of citizenship, as was Keller v. Knoll, No. W-1811 (D. Kan. 1959), which appellants asked to be set aside in that they were tricked into negotiating a July 23, 1959 agreement that was to their prejudice when six parties were added *without a motion or order*. In W-1811 the other seven Knoll heirs worked together secretly so appellants would *not* be able to get proper legal counsel and would not have the opportunity to have a hearing in court so they could trick appellants into negotiating an agreement that was to appellants' prejudice.

Appellants were not aware of this trickery in case No. W-1811 in that appellee Alex Knoll was named the defendant in that case and appellants and Margaret Sluga the plaintiffs. Four parties from Kansas were added as first parties, one party from Kansas was added as a second party, and one party from Illinois was added as a first party. Adding all these parties had the effect of destroying diversity of citizenship and removing the case from the Court's jurisdiction. The net result of all this is that the Order of Dismissal of August 31, 1959 is a *void judgment* in that the court did not have jurisdiction of the case. The names of all the parties that were brought in to become parties to this agreement and therefore parties to this lawsuit are shown in the agreement attached as Exhibit J to the Complaint which is shown in the index of the record of appeal as appearing on page 1.

Appellant Anna Knoll appeared in Court for the hearing on August 28, 1964 on the Motion to Dismiss to explain why Civil Action No. W-3239 should *not* be dismissed and to ask that a hearing be held as soon as possible to have the interests of appellants fully adjudicated. At this hearing the court said it would take under advisement what appellant Anna Knoll said with respect to having been deprived of her inheritance without due process of law in violation of the fourteenth amendment of the Constitution. (See page 11 of Supplement to the record on appeal.).

THE QUESTIONS PRESENTED

1. Whether the Motion to Dismiss that challenged the Court's jurisdiction in Case No. W-3239 should have been overruled rather than used as a basis for dismissing the case for a want of federal jurisdiction.

2. Whether it was proper for the Court *not* to comment in its Memorandum of Opinion on the expressed desire of Mobil Oil Company to have the title question raised by appellants fully adjudicated.

3. Whether it was proper for the court *not* to provide any relief even though the documents filed with the Court together with the Answers of Mobil Oil Company indicated that the other seven Knoll heirs received considerable royalty interest while appellants have not received a cent of royalty interest from their parents' 320-acre farm.

4. Whether it was proper for the court *not* to comment in their memorandum of opinion on appellant Anna Knoll's statement before the Court on August 28, 1964 about having been deprived of her inheritance without due process of law in violation of the fourteenth amendment of the Constitution.

5. Whether it was proper for the Court *not* to comment in its memorandum of opinion on the question raised by appellant Anna Knoll on August 28, 1964 with respect to the Court's jurisdiction in Case No. W-1811 which is based on diversity of citizenship as is case No. W-3239.

6. Whether the court would have had jurisdiction to adjudicate appellant Anna Knoll's interest in that there could be no question about diversity of citizenship in her case.

STATEMENT OF FACTS

Even though there have been *four prior* court proceedings (three probate court proceedings in Graham County, Kansas and the litigation in W-1811), appellants still weren't successful in case No. W-3239 in getting the inheritance of which they have been deprived since their father's death in 1938. Moreover, they have *not* received a cent of royalty interest. During this long period of time the aforementioned seven Knoll heirs have had benefits from their parents' estate totaling in excess of $250,000.00.

The $250,000.00 benefits shown above as having been received by the other seven Knoll heirs represent appellants' best estimates in

that there has never been a proper accounting on their parents' estates and in that appellee Mobil Oil Company has never given appellants the amount of royalty interest that it has paid to the other seven Knoll heirs.

ARGUMENT

I.

Appellants have been deprived of their inheritance since their father's death without due process of law in violation of the fourteenth amendment of the Constitution.

Appellants have never had the opportunity to appear before a judge to have their interests in their parents estate adjudicated on the basis of a full and fair hearing even though there have been *four* court proceedings on their parents estate before the present litigation.

1. The *first* court proceeding on their parents estate was held *secretly* from 1938 through 1940 after their father's death when their mother was supposed to have been the executrix and was supposed to have handled the many documents that were filed in their father's probate court records. *Appellants received no notice of this hearing and consequently did not know anything about this proceeding.* Their mother could *not* and did *not* function as executrix in that their mother could not speak, read, and write the English language and she could not communicate with the Probate Judge of Graham County, Kansas except through an interpreter. She never said anything to appellants about the estate. Appellants now know that their mother did not say anything about the estate because she did *not* know anything about the estate as their father's estate was handled so secretly by the other seven Knoll heirs that their mother didn't even know about it.

2. The second court proceeding was also held *secretly*. This second court proceeding on their father's estate was held from 1944 to 1947. *Appellants received no notice of this hearing and consequently did not know anything about this proceeding.* This proceeding was held after their mother's death and after liberties had been taken with appellants' signatures on at least four occasions to deprive them of their inheritance. Liberties were taken with appellants signatures to make it appear as if appellants had given their interests in their parents car for $1.00 to appellee Alex Knoll in 1941 after their mother's death. Liberties were taken with appellants' signatures to make it appear as if appellants had conveyed in 1942 for the sum of $1.00 to Adolph Knoll their interests in their parents 320-acre farm with its many

farm buildings and its ideal location in Bryant Township. Liberties were taken with appellants' signatures to make it appear as if appellants had made an assignment to Adolph Knoll in July 1943. Liberties were taken with appellants signatures to make it appear as if appellants had signed a waiver of notice of hearing on petition for administration when appellee Joe Knoll was *secretly* named administrator in 1944 with will annexed. The liberties that have been taken with appellants' signatures are described in the Answer of Anna Knoll to Defendant's Motion to Dismiss. This document is shown on the index of the record of appeal as appearing on page 45.

3. In 1957 appellants received the *first* notification of a hearing on their parents estate when the third court proceeding was held on their parents estate when *their mother's estate was also probated to appellants' prejudice.* Their mother's estate was probated sixteen years after her death. Instead of being given the opportunity to appear for a fair and full hearing on their mother's estate appellants interests were prejudiced when they appeared for this hearing in that they were bombarded with propaganda to the effect that they had signed a 1942 deed to appellee Adolph Knoll. Appellants did *not* sign a deed to Adolph Knoll in 1942.

4. In the fourth court proceeding which is the 1959 litigation identified as case No. W-1811, six additional parties were added and events shaped in such a manner that appellants were again denied the opportunity to appear before a judge and have their interests in their parents estates adjudicated. This is described in detail in the pleadings in the record on appeal.

II.

The Order of Dismissal in W-1811 is of no legal effect and should therefore be set aside.

The Order of Dismissal in W-1811 is of no legal effect in that this order was used as a device to give benefits to a number of parties that were not named as litigants in any of the other pleadings in W-1811 but who did come in as parties of the first part and as parties of the second part to *trick* appellants into signing the aforementioned agreement and a three part deed to appellee Alex Knoll. This three part deed is discussed in Rose Keller's Answer to Defendants Motion to Dismiss. This document is shown in the index of the record of appeal as appearing on page 37.

Appellants now know but did not know when case No. W-1811 was filed that it was filed in the wrong court and that the court had

no jurisdiction of that particular case in that the five Kansas parties that were added destroyed diversity of citizenship and in that the additional parties were brought in without a motion or order. The lawyer that is purported to have represented appellants in case No. W-1811 was more of a handicap than a help in that he worked more for the interests of the other Knoll heirs than for appellants and thereby prejudiced the interests of appellants. Page two of the July 23, 1959 agreement shows that this lawyer was paid by four Knoll brothers that were brought in as additional parties. This was done at Margaret Sluga's suggestion.

III.

Appellee Mobil Oil Company was negligent in paying royalty interest before the interests of P. A. Knoll's nine natural heirs were adjudicated in accordance with due process of law.

Appellee Mobil Oil Company made royalty interest payments to the prejudice of appellants in that they made royalty interest payments after appellants notified them again and again of the discrepancies in their interests which appellee should have discovered from its own title search. A careful title search would have revealed that appellee could *not* make payments with safety because of the discrepancies in the records and the instruments of record. It is quite apparent that there was something amiss in the deed that was recorded of Alex Knoll's supposed predecessor in title in that no specified *material* value of consideration was shown on the face of the deed and in that the deed was recorded before their mother's estate was probated and before their father's estate was probated the second time. This is only one example of the many discrepancies that can be found in the record and instruments of record on the P. A. Knoll estate.

IV.

Appellee Casey Jones was negligent in leasing the P. A. Knoll farm from appellees Alex Knoll and Josephine Knoll before the interests of the nine Knoll heirs were adjudicated in accordance with due process of law.

There are no valid oil and gas leases on the aforementioned 320-acre farm in that appellees Alex Knoll and Josephine Knoll could not make valid leases with appellee Casey Jones in the early 1950's. Casey Jones, an attorney at law, was fully aware of this when he made these oil leases with Alex Knoll and Josephine Knoll.

Casey Jones who has been well acquainted with the other seven Knoll heirs for more than thirty years and had an intimate knowledge of the history of the P. A. Knoll and Rose Knoll estate knew that appellee Alex Knoll did not have a clear title to his parents 320-acre farm. Appellee Casey Jones also knew that Alex Knoll's supposed predecessor in title, Adolph Knoll, did not have a valid deed to their parents 320-acre farm as appellants never conveyed their interest to Alex Knoll's supposed predecessor in title. This 1942 deed of Alex Knoll's supposed predecessor in title was *not* signed by appellants Anna Knoll and Rose Keller. Someone else signed their names to this deed without their knowledge and without their approval.

CONCLUSION

The appellants are of the opinion that the United States District Court for the District of Kansas has jurisdiction over civil action No. W-3239 on a number of grounds but that the most appropriate one is the due process clause of the fourteenth amendment of the Constitution in that appellants have been deprived of their inheritance without due process of law since their father's death. Appellants are of the opinion that under the due process clause the court should overrule the Motion to Dismiss and fully adjudicate appellants interests and provide such other relief as the court deems just and equitable. In appellants opinion this relief should include setting aside as a void judgment the Order of Dismissal in No. W-1811 for the reasons already given and making appellants interests in their parents 320-acre farm effective as of the date of the death of their parents.

In brief, appellants believe the United States District Court, Wichita, Kansas, has jurisdiction to look into the merits of civil action No. W-3239 and provide such relief as deemed just and equitable and that a decision to this effect is in order.

Respectfully submitted,

Anna Knoll
Rose Keller
Pro Se

APPENDIX K

No. 8140

United States Court of Appeals

TENTH CIRCUIT

ANNA KNOLL AND ROSE KELLER, *Appellants*

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBIL OIL COMPANY, *Appellees.*

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS, WICHITA, KANSAS

PETITION FOR REHEARING

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United States Court of Appeals

TENTH CIRCUIT

No. 8140

ANNA KNOLL AND ROSE KELLER, *Appellants*

v.

ALEX KNOLL, JOSEPHINE KNOLL, JOE KNOLL, ADAM KNOLL, WENDELIN KNOLL, MARY BITTEL, ADOLPH KNOLL, STEPHANIE KNOLL, MARGARET SLUGA, CASEY JONES, MOBIL OIL COMPANY, *Appellees.*

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS, WICHITA, KANSAS

PETITION FOR REHEARING

I.

PETITION SUBMITTED WITH UTMOST DEFERENCE AND RESPECT

Come now the appellants Anna Knoll and Rose Keller and petition the court to grant them a rehearing in the above entitled cause which pertains to a 1959 judgment rendered by the United States District Court for the District of Kansas in civil action No. W-1811 which is in conflict with a decree of descent on their mother's estate issued on November 15, 1957 by the Probate Court of Graham County, Kansas. Appellants are *not* lawyers and therefore beg the court to accept this petition as being submitted with the utmost deference and respect notwithstanding the seeming directness of their presentation.

This rehearing is sought because several matters presented by appellants were *not* considered in the per curiam opinion filed August 23, 1965 affirming the judgment of the United States District Court for the District of Kansas in dismissing civil action No. W-3239 on the ground of lack of the requisite diversity of citizenship.

Appellants believe that too much weight was given to the arguments presented by the appellees who are trying to keep in effect the judgment in civil action No. W-1811, which would take away *without due process of law* from appellants the *undivided one-ninth* inheritance interest appellants acquired through the aforementioned Decree of Descent issued by the Probate Court of Graham County, Kansas on November 15, 1957.

Appellants believe that the Decree of Descent issued by the Probate Court of Graham County, Kansas on November 15, 1957 must go into effect and the judgment of August 31, 1959 in civil action No. W-1811 must be set aside in order to remove the cloud from the acreage that is the subject of this controversy.

This rehearing in civil action No. W-3239 is sought in that none of the following questions appear to have been considered in the per curiam opinion of August 23, 1965 affirming the judgment of the United States District Court for the District of Kansas:

1. The question of the existence of federal diversity jurisdiction between Socony Mobil and appellants.
2. The questions of the existence of federal jurisdiction in reopening and modifying or setting aside the judgment in civil action No. W-1811 since appellants have *not* signed *three outstanding* division orders based thereon because the judgment in W-1811 is in conflict with the 1957 Decree of Descent on their mother's estate.
3. The question of the existence of federal jurisdiction in civil action No. W-3239 under the Fourteenth Amendment of the Constitution.
4. The question of whether or not the judgment in W-1811 could be carried into effect and royalty interest could properly be released when appellants Anna Knoll and Rose Keller refused to sign the three outstanding division orders because they are in conflict with the 1957 Decree of Decent.
5. The question of Socony Mobil's *negligence* in releasing royalty interest to the other Knoll heirs after appellants notified them

of the discrepancies in their interests after appellants had been *tricked* into signing a July 23, 1959 agreement and a three-part deed of July 1959 to remove the cloud from the title of appellee Alex Knoll.

6. The question of Socony Mobil's *negligence* in purchasing, since 1957, the oil produced from the acreage that is the subject of this controversy on the basis of interests that are inconsistent with the Decree of Descent of November 15, 1957, and thereby depriving appellants of their rightful share of royalty interest since 1957.

Appellants believe that their presentations to the court on July 16, 1965 were construed as an attempt to go into the merits of their case. It was *not* appellants intent to go into the merits of the case when they discussed matters relating to the manner in which their rights assured by the fourteenth amendment have been violated since their parents deaths. Appellants merely attempted to explain that they believed that the United States District Court for the District of Kansas had jurisdiction of civil action No. W-3239 based on what transpired with respect to their inheritance.

II.

APPELLANTS ARE NOT REPRESENTING THEMSELVES BY CHOICE

Appellants are *not* representing themselves by choice. They are representing themselves because their inheritance interests were so prejudiced when the 1957 Decree of Descent was issued and in the subsequent 1959 litigation in civil action No. W-1811 that they can't find a Kansas lawyer to represent them. *Six exhibits* in the appendix are referred to in this section of the petition to show how the inheritance interests of appellants have been prejudiced since their parents deaths. *These exhibits are attachments to pleadings in civil action No. W-3239.*

Appellants have been discriminated against and denied the equal protection of the law since their mother's estate was probated in November 1957 because their inheritance interests, which are effective as of the date of the death of their mother on December 13, 1941 *predate* the adverse claims of all the appellees. Ever since appellants received the *first* notice of a hearing on their parents estate in 1957 when Socony Mobil began purchasing the oil produced from their parents estate appellants have been discriminated against in that ever since then it has been made to appear as if appellee Alex Knoll were the owner of their parents estate.

Information to the effect that appellee Adolph Knoll was appellee Alex Knoll's purported predecessor in title based on a 1942 deed appellee Adolph Knoll was supposed to have received from the Knoll heirs was *first* made known to appellants when they went to Hill City, Kansas in 1957 to attend a hearing on their mother's estate. Appellants went to Hill City for this hearing in response to the *first* notice of a hearing they received on their parents estate. Appellees Adolph Knoll, Joe Knoll, Adam Knoll and Wendelin Knoll did not come to Hill City to this hearing so they wouldn't have to face appellants when they challenged Alex Knoll's title to their parents estate. A copy of this notice of hearing is reproduced on page 1a of the appendix under the heading entitled Exhibit A of Complaint.

Appellants had no knowledge of the *colored* title that had *secretly* been given to appellee Alex Knoll through a purported predecessor in title Adolph Knoll and consequently were taken by complete surprise when appellee Alex Knoll made it known to them through means other than an official document that he traced his title to his purported predecessor in title Adolph Knoll who claimed he had received a deed from all the Knoll heirs about a year after their mother's death. Appellants wish to emphasize that they had no knowledge of the 1942 deed that is supposed to have been given to Adolph Knoll by the Knoll heirs and that appellants have never seen the original deed. A copy of a 1957 letter written by appellee Casey Jones to Adolph Knoll after Casey Jones helped the Knoll heirs keep the original deed from appellants at the 1957 hearing is reproduced on page 11a of the appendix under the heading entitled Exhibit F of Complaint.

Appellants wish to emphasize that they wanted to see the 1942 deed at the 1957 hearing so they could examine the signatures on that deed. This deed was not produced for their inspection even though it is a public document and should have been available for their inspection. Appellants also wish to emphasize that they have never seen the original deed which they asked to see when appellee Casey Jones represented Alex Knoll at the aforementioned 1957 hearing.

The aforementioned letter written by Casey Jones to Adolph Knoll was furnished to appellants by appellee Margaret Sluga. Through this and other *indirect* means appellants were told that appellee Adolph Knoll was supposed to have received the deed from the Knoll heirs that appellants never heard about until 1957 when Socony Mobil began purchasing the oil produced from the P. A. Knoll and Rose Knoll estate. A copy of this 1942 deed that appellants had never heard anything about until the 1957 hearing on their mother's estate is repro-

duced on page 7a of the appendix under the heading entitled Exhibit E of Complaint.

Appellants have *never* received as consideration the one dollar and love and affection shown in the aforementioned copy of this 1942 deed to Adolph Knoll.

Even though appellants appeared for this 1957 hearing and consulted Hill City lawyers all kinds of obstacles were put in their way to keep the 1957 Decree of Descent from going into effect and thereby depriving appellants of their undivided one-ninth inheritance interests in their parents estate.

Appellants were not even told about the November 15, 1957 Decree of Descent that was issued on the very day they were at Hill City for the hearing. Appellants *first* found out about this Decree of Descent after Rose Keller made a special trip to Hill City, Kansas in May 1958 and again attempted to get the inheritance she did not get when she appeared for the hearing on November 15, 1957. She was furnished a copy of the November 15, 1957 Decree of Descent after she consulted a Hill City lawyer appellants had *not* consulted in November 1957. A copy of this November 15, 1957 Decree of Descent is reproduced on page 2a of the appendix under the heading entitled Exhibit B of the Complaint.

Appellants were not even successful in getting their inheritance after appellant Rose Keller made another trip to Hill City, Kansas in November 1958 and got certificates of title showing their entitlement to an undivided one-ninth interest in the acreage that is the subject of this controversy. She got these certificates after she discussed this matter with the County Clerk and after he took her to the Probate Judge's office and told the Probate Judge to give her the certificates of title. A copy of the certificates of title for appellants that Rose Keller obtained from the Probate Judge in November 1958 are reproduced on pages 4a and 5a of the appendix under the headings entitled Exhibit C of Complaint and Exhibit D of Complaint.

All kinds of obstacles have been put in the way to keep the 1957 Decree of Descent from going into effect even after appellants got a copy of the Decree of Descent and certificates of title. These obstacles were put in the way in an attempt to keep the adverse interests of appellees in effect and to deprive appellants of their undivided one-ninth inheritance interest in their parent's estate. For this reasons an attempt was made to make it appear as if appellants got a very small interest in their parents estate from their brother appellee Alex Knoll

in 1959 in civil action No. W-1811 in that this would make the interests of appellants in their parents estate effective after the interests of their opponents became effective. This would also make their interests effective after Socony Mobil began purchasing oil produced from their parents estate.

Appellants are representing themselves to the best of their ability in this very complex and time consuming litigation. Appellants wish to emphasize that they are *not* lawyers and therefore are not able to prepare their petition for a rehearing as it would be prepared by an attorney. Appellants do not have the research facilities that a lawyer has and they cannot devote as much time to this petition as a lawyer can in that appellant Anna Knoll is employed on a full time basis.

III.

INTERPLEADER ACTIONS AND BELATED BRIEFS OF APPELLEES INTERFERRED WITH APPELLANTS PRESENTATIONS

The three interpleader actions referred to in Socony Mobil's brief required so much of appellants' time and the two belated briefs prepared by the counsels of appellees came at such a late date that appellants did not have sufficient time to devote to the oral and written presentations that were a necessary part of this appeal. As a consequence more weight was given to the arguments presented by appellees on July 16, 1965 than to the arguments and facts presented by appellants.

For the aforementioned reasons appellants did not have time to prepare a reply brief to take exception to various statements made in the briefs filed in behalf of appellee Alex Knoll, et al. and the brief filed in behalf of Socony Mobil. Both of these briefs were based on conclusions drawn in the District Court's Memorandum of Opinion of Dec. 10, 1964.

Appellants believe that the memorandum of opinion filed in the District Court on December 10, 1964, is *biased in favor of appellee Alex Knoll* in that it is based to a considerable extent on information obtained from the records in civil action No. W-1811 which was dismissed with prejudice to appellants. In that litigation appellants did not have an opportunity to have a hearing before a judge and they did not have proper legal counsel. It was dismissed to their prejudice without the knowledge of appellants about five weeks after they were *tricked* into signing an agreement and a three part deed to appellee Alex Knoll to remove the cloud from appellee Alex Knoll's title to keep the *invalid* oil and gas leases in effect appellee Alex Knoll made with appellee Casey Jones.

During civil action No. W-1811 the Knoll heirs were rushed to Wichita for a meeting on July 23, 1959 to trick appellants into signing an agreement and a three part deed to appellee Alex Knoll in an attempt to give Alex Knoll a clear title because Alex Knoll did *not* have a clear title. Mr. James O. McVey, a Hill City lawyer, was brought to Wichita for this meeting to pose as a family mediator so he could help to trick appellants into signing this July 1959 three part deed. The Knoll heirs were so strategically placed as first and second parties that appellants couldn't discover all this trickery as they did *not* realize that all other Knoll heirs were their adversaries. This trickery in civil action No. W-1811 happened after the depositions of appellants Anna Knoll and Rose Keller were taken on July 22, 1959 by Mr. Robert Martin of Wichita wherein appellants Anna Knoll and Rose Keller had proved their entitlement to their inheritance and wherein appellants had proved that the Decree of Descent of November 15, 1957 should go into effect.

This three part deed of 1959 is *not* valid in that appellants were *tricked* into signing this deed which wasn't even discussed during the negotiations on July 23, 1959. Copies of this three part deed to appellee Alex Knoll, which did *not* give appellee Alex Knoll a better title than the two deeds he got from appellee Adolph Knoll, are reproduced on page 18a of the appendix under the heading entitled Exhibit A of Rose Keller's Answer to Defendant's Motion to Dismiss. Appellants have *never* received as consideration the one dollar shown in the aforementioned copy of Alex Knoll's three part deed.

The per curiam opinion does not appear to consider appellants' question with respect to the existence of federal jurisdiction in civil action No. W-3239 under the Fourteenth Amendment of the Constitution. The ground for the Court's jurisdiction under the Fourteenth Amendment of the Constitution is referred to in the last paragraph on page 5 of appellants' brief. The Fourteenth Amendment was cited by Appellant Anna Knoll in her closing statement in the hearing before the Court on August 28, 1964. See the last paragraph on page 5 of appellants' brief. A transcript of Anna Knoll's statements before the Court on August 28, 1964 is reproduced on page 26a of the appendix.

Appellants believe that Socony Mobil should *not* have been released from liability since there is diversity of citizenship between appellants and Socony Mobil, since Socony Mobil was properly served, and since Socony Mobil is purchasing oil produced from the acreage that is the subject of this controversy on the basis of a *colored* title and there-

fore on the basis of *invalid* deeds. Since Socony Mobil is making these purchases to appellants' prejudice, appellants believe Socony Mobil is *not* a mere stakeholder but an *adverse* party to appellants. A copy of a letter to Anna Knoll from Socony Mobil, regarding payments released from May 1960 to December 1963 to the other Knoll heirs and payments being held in suspense for appellants Anna Knoll and Rose Keller, is reproduced on page 17a of the appendix under the heading entitled Exhibit N of Complaint.

IV.

OUTSTANDING 1957 DECREE OF DESCENT AND 1959 JUDGMENT IN CONFLICT

1. Appellants' Inheritance Interests *Predate* Adverse Claims of Appellees.

The paramount issue in civil action No. W-3239 is the setting aside of the judgment of August 31, 1959 in civil action No. W-1811 that is in conflict with the 1957 Decree of Descent so that the undivided one-ninth inheritance interests of appellants which *predate* the adverse claims of appellees can go into effect.

Appellee Casey Jones was *negligent* in leasing for oil and gas purposes in the early 1950's from appellee Alex Knoll the acreage that is the subject of this controversy. Appellee Casey Jones knew from his title search and the history of this estate that appellee Alex Knoll was *not* the *sole* owner of the property that is the subject of this controversy in that appellants Anna Knoll and Rose Keller had an undivided one-ninth inheritance interest therein. Casey Jones leased this acreage from appellee Alex Knoll after P. A. Knoll's estate had been *secretly* probated *two* times, and after appellee Alex Knoll *secretly* got a *colored* title on record based on two deeds he got from appellee Adolph Knoll and Adolph Knoll's wife, appellee Stephanie Knoll.

Appellee Alex Knoll and appellee Casey Jones both knew that appellee Alex Knoll could *not* make valid oil leases in the early 1950's on the acreage that is the subject of this controversy in that appellants Anna Knoll and Rose Keller have an undivided one-ninth inheritance interest therein, effective as of the date of the death of their mother on December 13, 1941. Both of these appellees knew that they were making these oil leases at their own risk as they knew that they could *not* treat this acreage as if it belonged to appellee Alex Knoll.

In the pleadings in civil action No. W-1811 appellee Alex Knoll stated in effect that he and appellee Adolph Knoll paid their parents debts. In 1964 appellants discovered that this was a reversal of the position appellee Alex Knoll, a resident of Graham County, took in two affidavits he prepared before a notary public in Trego County shortly after their mother's death, when liberties were taken with appellants' signatures to absorb their parents motor vehicles without appellants knowledge. In these two affidavits, which appellants saw for the first time in April 1964, appellee Alex Knoll said in effect that all of their parents debts were paid and no probate proceedings were necessary. Appellee Alex Knoll made this statement with respect to their father's estate in his affidavit dated December 19, 1941, a copy of which is reproduced on page 11a of the appendix under the heading entitled Exhibit H of Complaint. Appellee Alex Knoll made this statement with respect to their mother's estate in his affidavit dated January 7, 1942, a copy of which is reproduced on page 13a of the appendix under the heading entitled Exhibit I of Complaint.

Appellant Anna Knoll saw the aforementioned affidavits for the *first* time in April 1964 in that these affidavits were two of the many enclosures she received in April 1964 from the Motor Vehicle Department, Topeka, Kansas in response to her inquiry regarding the certificates of titles of their parents' motor vehicles. A copy of this letter from the Motor Vehicle Department, Topeka, Kansas is reproduced on page 23a of the appendix under the heading entitled Exhibit B of Anna Knoll's Answer to Defendants' Motion to Dismiss.

Appellant Anna Knoll was convinced beyond a shadow of a doubt that liberties had been taken with her signature to deprive her of her inheritance when she saw for the *first* time in April 1964, the aforementioned 1941 and 1942 affidavits prepared by Alex Knoll, together with a copy of a 1941 Bill of Sale whereon an Anna Knoll signature appeared. This was just one of a number of other instances where an Anna Knoll signature had appeared on a document relating to her parents estates that she hadn't heard anything about. Appellant Rose Keller was also taken by complete surprise when she saw for the *first* time in April 1964 a copy of a 1941 Bill of Sale whereon a Rose Knoll signature appeared purported to be Rose Keller's signature before she was married. She was taken by surprise since she knew nothing about the existence of a Bill of Sale made in behalf of Alex Knoll in 1941. When appellant Anna Knoll saw these Bills of Sale made in behalf of Alex Knoll and discovered that Rose Keller knew nothing about these Bills of Sale, appellant Anna Knoll then knew beyond a

shadow of a doubt that liberties had been taken with her signature on the aforementioned 1942 deed recorded in Adolph Knoll's name and that for that reason nothing was ever mentioned about this 1942 deed until nearly fifteen years later when their mother's estate was probated in 1957. A copy of these 1941 Bills of Sale are reproduced on pages 23a, 24a of the appendix under the headings entitled Exhibit A of Anna Knoll's Answer to Defendants Motion to Dismiss and Exhibit C of Anna Knoll's Answer to Defendant's Motion to Dismiss.

For the aforementioned reasons appellants refer to page two of the brief filed in behalf of appellee Alex Knoll, et al, regarding record title being vested in appellee Alex Knoll. This record title represents nothing more than a *colored* title and therefore did *not* give appellee Alex Knoll *sole* title to the acreage that is the subject of the controversy.

There is no statue of limitations on appellants inheritance interests because there has been *no lawful disposition* of their inheritance. Therefore the 1957 Decree of Descent must go into effect and the judgment in W-1811 which is in conflict therewith must be set aside to remove the cloud from the acreage that is the subject of this controversy.

2. Alex Knoll's Three Part Deed of 1959 No Better Than Two Deeds from Adolph Knoll.

Appellants do not agree with the statements made in the brief in behalf of appellee Alex Knoll, et al, which make it appear as if Alex Knoll were the owner of the P. A. Knoll and Rose Knoll estate and as if he had given appellants royalty interest as a gift.

Appellants did *not* vest title to their parents estate in Alex Knoll. Therefore Alex Knoll is not the *sole* owner of their parents estate and cannot make *valid* royalty conveyances. Appellants have the same interests in their parents estate as Alex Knoll has and therefore have challenged his title to their parents estate ever since they received the *first* notice of a hearing on their parents estate in 1957.

The record title of appellee Alex Knoll is nothing more than a colored title, and therefore does *not* give Alex Knoll a greater interest in the acreage that is the subject of the controversy than each of the appellants have in this acreage. The 1959 three-part deed to Alex Knoll, that appellants were *tricked* into signing in civil action No. W-1811 to deprive them of their undivided one-ninth inheritance interest *without due process of law* in violation of the fourteenth amendment of the Constitution, does *not* give Alex Knoll a better title

than the *colored* title he got from Adolph Knoll. This means then that the royalty conveyances he has made are *not* valid.

Appellants do not agree with the statement made on page two of the brief in behalf of appellee Alex Knoll, et al., with respect to the 1959 action being settled under an agreement and an appropriate order having been entered in that case with prejudice to the rights of appellants. The Order of Dismissal that was entered in that case was *not* an appropriate order. Due process was *not* followed in that this order was entered in the case without appellants' knowledge and consequently appellants didn't know about this order until one year later when they made a special trip to Wichita themselves to find out what happened. The 1959 action *has never been settled* and therefore can be reopened and modified or set aside in that appellants have never signed the three outstanding division orders which are based on the July 23, 1959 agreement they were tricked into signing. The three part deed to Alex Knoll they were also *tricked* into signing which wasn't discussed at any time during the negotiations does *not* give Alex Knoll a clear title to their parents estate. Appellants kept the P. A. Knoll and Rose Knoll estate unsettled by *not* signing the three outstanding division orders which are based on Alex Knoll's invalid deeds, the invalid oil and gas leases, the invalid royalty conveyances, etc. It means that an attempt was made in the 1959 action to remove the cloud from Alex Knoll's title by taking away from appellants without due process of law the undivided one-ninth inheritance interest they acquired under the 1957 Decree of Descent. A copy of the July 23, 1959 agreement appellants were tricked into signing is reproduced on page 14a of the appendix under the heading agreement.

Appellants do not agree with the third paragraph on page 2 of the brief in behalf of appellee Alex Knoll, et al., with respect to royalty conveyances having been delivered to all grantees. *No* royalty conveyances *were delivered* to appellants but appellants were given copies of the aforementioned agreement they were tricked into signing. Alex Knoll is not the sole owner of their parents estate and therefore cannot make valid royalty conveyances. Appellants did not know about royalty conveyances having been prepared in July 1959 until appellant Anna Knoll checked with the Register of Deeds at Hill City, Kansas on another matter about the first part of September 1959.

Appellants do not agree with the statement made in the third paragraph on page 2 of the brief in behalf of appellee Alex Knoll to the effect that appellants Anna Knoll and Rose Keller refused to accept royalty payments under the royalty conveyance. It is more

correct to say that appellants Anna Knoll and Rose Keller did not sign the three division orders sent to them because they are based on a colored title and therefore on invalid oil and gas leases. This means then that Alex Knoll cannot make valid royalty conveyances.

Appellants want to clarify the statement made in the last sentence in the third paragraph on page 2 of the brief in behalf of appellee Alex Knoll, et al., with respect to appellants having been represented by counsel in the 1959 action. Appellants admit that Mr. Barr's name appears on the record as having represented them but they want to make it very clear that they did *not* receive proper legal counsel from Mr. Barr in that Mr. Barr did *not* help them get the inheritance to which they are entitled in accordance with the November 1957 Decree of Descent.

If Mr. Barr had worked for the best interests of appellants Anna Knoll and Rose Keller he would have taken the time to explain to them the aforementioned July 23, 1959 agreement so they would not have been tricked into signing the agreement; he would not have permitted Mr. McVey of Hill City to come to Wichita for the negotiations on July 23, 1959 to pose as a family mediator so he could work for Alex Knoll's benefit; he would *not* have approved an Order of Dismissal to their prejudice without their knowledge; and he would *not* have accepted pay from his clients adversaries as he did when he accepted pay from the four Knoll brothers. The second page of the agreement of July 23, 1959 states in effect that the four Knoll brothers paid the attorney fees. This means that they also paid Mr. Barr's fees. See page 15a of the appendix.

Appellants find no basis for the statements made with respect to appellants inheritance interests being barred. There is no statute of limitation on appellants inheritance interests in that they are being deprived of their inheritance *without due process of law* in violation of the fourteenth amendment of the Constitution. Even if a one year statute of limitation would have applied in the 1959 case appellants would have stopped the running of this statute of limitations by their timely appeal to Mr. Barr for help, by his refusal to help them, by their refusal to sign three outstanding division orders that are based on a colored title, invalid oil and gas leases, and invalid royalty conveyances, and by their timely notification to Socony Mobil regarding the discrepancies in their interests after Mr. Barr refused to help them.

3. Socony Mobil Purchases and Pays on Basis of Colored Title.

There has been no lawful disposition of the undivided one-ninth inheritance interests of appellants Anna Knoll and Rose Keller in the acreage that is the subject of this controversy. Therefore the judgment lien of November 15, 1957 that has been outstanding since Socony Mobil started purchasing the oil that has been produced from the P. A. Knoll and Rose Knoll estate will always *color* the title of their estate until appellants Anna Knoll and Rose Keller get their rightful share of their inheritance including royalty interest. This means in effect that Socony Mobil has been purchasing the oil produced from the P. A. Knoll and Rose Knoll estate since November 1957 on the basis of a colored title and invalid oil and gas leases, and therefore has been making improper royalty interest payments during the entire period that this judgment lien of November 15, 1957 has been outstanding.

Appellants Anna Knoll and Rose Keller believe that they will be denied the equal protection of the law if Socony Mobil will not be required to pay them the funds belonging to them that Socony Mobil has been holding in suspense for many years, and if other appropriate relief is not provided for appellants Anna Knoll and Rose Keller who have been deprived of their inheritance *without due process of law* since their parents deaths.

Socony Mobil knew from its own title search, from the 1957 Decree of Descent, and from the correspondence that it has had with appellants Anna Knoll and Rose Keller since the early part of 1960 that appellants Anna Knoll and Rose Keller acquired at the death of their mother on December 13, 1941, the same inheritance interests and therefore the same mineral rights in the acreage that is the subject of this controversy as any of the other Knoll heirs.

V.

DECREE OF DESCENT OF NOVEMBER 1957 ON ROSE KNOLL ESTATE PARAMOUNT

Appellants did *not* vest title to their inheritance interests in appellee Adolph Knoll, Alex Knoll, nor in anyone else, and they have *not* signed the three outstanding division orders. Therefore their parents estate is in an unsettled condition. For these and other reasons appellants Anna Knoll and Rose Keller do *not* believe that their rightful share of their inheritance including royalty interest is barred by the rules of estoppel by judgment, res judicata, statutes of limitation, and Rule 60, Federal Rules of Civil Procedure. They therefore believe

that the Decree of Descent of 1957 is paramount and must be satisfied against the acreage that is the subject of this controversy and that the judgment in W-1811 that is in conflict therewith must be set aside to remove the cloud from this acreage.

For these reasons appellants respectfully pray the court to grant a rehearing of this cause and restore the same to the calendar for oral argument at such time and under such terms and conditions as to the court may seem fit.

MISS ANNA KNOLL
1500 Massachusetts Ave., N.W.
Washington, D. C. 20005
Pro Se

MRS. ROSE KELLER
Route 1, Box 89
West 33rd Street
Zion, Illinois 60099
Pro Se

VI.

CERTIFICATE OF APPELLANTS

Appellants Anna Knoll and Rose Keller hereby certify that said petition for rehearing is not asked for the purpose of vexation or delay, but in absolute good faith so that the court's attention may be called to those aspects of the case that will assure appellants the equal protection of the law with respect to the inheritance of which they have been deprived for many years without due process of law.

ANNA KNOLL
ROSE KELLER
Pro Se

[Appendix to Petition for Rehearing (pp. 1a-26a) is omitted from printing. The contents of the appendix are listed in the index.]

APPENDIX L

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

No. W-3239

ANNA KNOLL and ROSE KELLER, *Plaintiffs*,

vs.

ALEX KNOLL ET AL., *Defendants*.

Answer of Defendant
Socony Mobil Oil Company, Inc.
(Mobil Oil Company)

Defendant, Socony Mobil Oil Company, Inc., for its answer to Plaintiff's complaint, alleges and states:

FIRST DEFENSE

There is a lack of indispensable parties to this action for the reason that the Plaintiffs seek to have producing Oil and Gas Leases set aside and canceled, and according to this answering Defendant's records (who is the crude oil purchaser), the present holder of title to the two producing leases covering the lands, the subject matter of this litigation, is held by persons not joined in this action as Plaintiffs or Defendants.

SECOND DEFENSE

This Defendant has been purchasing the crude oil from the subject lands since first production was obtained from the lands which are the subject of this action. This Defendant has, through examinations of the various public records of Graham County, Kansas, and based upon these examinations, circulated Division Orders and Transfer Orders setting forth the ownership of the royalty and leasehold interest in accordance therewith to the various parties including these Plaintiffs and Codefendants. This

Defendant has been accounting to the various Defendants for their interests in the production, but not the Plaintiffs because the Plaintiffs have refused to execute this Defendant's Division Orders and Transfer Orders. This Defendant has no knowledge of the various allegations made by the Plaintiffs that impugn the record title to the royalty and leasehold interests as it was not a party to the alleged transactions. This Defendant is a mere stakeholder in this litigation, its only interest being that the title questions raised by the Plaintiffs be fully adjudicated in order that it may be henceforth protected in its accountings to the proper parties for its crude oil purchases from the subject premises.

THIRD DEFENSE

The Complaint fails to state a claim against this Defendant upon which relief can be granted, and this action should therefore be dismissed as to this Defendant.

ANSWER

1. Defendant, Socony Mobil Oil Company, Inc., denies all statements and allegations in the Complaint except as are admitted herein.

2. Defendant admits that it has an office at 300 North Broadway, Wichita 2, Kansas, but specifically denies that Mobil Oil Company is a corporation. Mobil Oil Company is an operating division of Socony Mobil Oil Company, Inc., a corporation organized under the laws of the State of New York and licensed to do business in the State of Kansas. Defendant further admits that according to its records, the residences of the Plaintiffs and Defendants are as shown in the Plaintiffs' Complaint.

3. This Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations and statements contained under Section II, Paragraphs A and B of the Plaintiffs' Complaint.

4. This Defendant admits that the county records in Graham County, Kansas, support the allegations contained under Section II, Paragraph C.

5. This Defendant admits that the records in the Federal District Court in and for the District of Kansas support the allegations contained under Section II, Paragraph D insofar as it alleges that the Plaintiffs in this action filed a lawsuit in 1959 in the Federal District Court of Wichita, Kansas, Cause No. W-1811 against the Defendant, Alex Knoll. This Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in the said paragraph.

6. This Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of statements contained under Section II, Paragraph E, Subparagraphs 1, 2, 3, and 4 and Paragraphs F, G, H, and J, Subparagraph 1.

7. This Defendant admits that the county records of Graham County, Kansas, show Oil and Gas Leases executed by Alex Knoll and Josephine Knoll to Casey Jones on July 16, 1954, covering the Southeast Quarter (SE ¼) of Section 10, Township 10 South, Range 25 West, recorded in Book 56, page 21 on November 19, 1954, and the Northeast Quarter (NE ¼) of Section 10, Township 10 South, Range 25 West, dated June 29, 1951, recorded on July 10, 1951, in Book 44, page 142; but, as to the remaining allegations of Paragraph I, this Defendant has insufficient information or knowledge on which to form a belief.

8. This Defendant admits that Paragraph J, Subparagraph 2 insofar as it alleges that it has been corresponding with this Defendant since the early part of 1960 but has insufficient knowledge or information on which to form a belief as to the remaining allegations.

9. This Defendant is without knowledge or information sufficient to form belief as to the truth of the allegations

contained in Paragraph J, Subparagraphs 3 and 4 of the Plaintiffs' Complaint.

10. This Defendant admits that the Plaintiffs have not signed the Division Orders and Transfer Orders circulated to them for execution insofar as they pertain to the lands subject to this controversy, and that named Defendants have signed Division Orders and Transfer Orders as alleged in Paragraph L, but this Defendant states that it is without information sufficient to form a belief as to the other allegations in said paragraph.

11. This Defendant admits the allegations contained in the first sentence of Paragraph M but neither admits nor denies the second sentence thereof for the reason that it is without knowledge or information sufficient to form a belief as to the truth thereof.

12. This Defendant is without knowledge or information sufficient to form a belief as to the truth of the matters alleged in Paragraph N of the Plaintiffs' Complaint.

WHEREFORE, Defendant, Socony Mobil Oil Company, Inc., prays that Plaintiffs take nothing as against it, that the action be dismissed as to this Defendant, and that this Defendant recover its costs herein.

SOCONY MOBIL OIL COMPANY, INC.

Richard B. Altman
P. O. Box 900
Dallas, Texas 75221

By _____
Mark R. Adams II
503 Colorado-Derby Building
202 West First Street
Wichita 2, Kansas

Attorneys for
Socony Mobil Oil Company, Inc.

APPENDIX M

UNITED STATES COURT OF APPEALS
TENTH CIRCUIT
OFFICE OF THE CLERK

8140

Denver, Colorado, 80202,
November 18, 1965.

Mr. John F. Davis, Clerk,
Supreme Court of the United States,
Supreme Court Building,
Washington, D. C. 20543.

Dear Mr. Davis:

Enclosed is a certified copy of the record of the proceedings in our court to accompany a petition for writ of certiorari in case No. 8140, Anna Knoll et al. v. Alex Knoll et al. The original files were returned to the District Court.

Very truly yours,

ROBERT B. CARTWRIGHT
Clerk

By GEORGE A. PEASE
Chief Deputy Clerk

GAP:nku
Enc.
CC to:
Mrs. Rose Keller
Route 1, Box 89
West 33rd Street
Zion, Illinois, 60099
(Copy of statement)

APPENDIX N

UNITED STATES DISTRICT COURT
OFFICE OF THE CLERK
DISTRICT OF KANSAS

CHARLES W. CAHILL
CLERK

Wichita, Kansas
December 28, 1965

— AIR MAIL —

Mr. John F. Davis, Clerk
Supreme Court of the United States
Supreme Court Building
Washington, D. C. 20543

Re: Civil Action No. W-3239, Anna Knoll, et al. v. Alex Knoll, et al. Court of Appeals No. 8140.

Dear Mr. Davis:

At the request of the petitioner, Miss Anna Knoll, I enclose the original transcript of record on appeal to the United States Court of Appeals, Tenth Circuit, in the above case.

These papers are the original files referred to in Mr. Cartwright's letter to you dated November 18, 1965.

The original Mandate of the Court of Appeals, wherein the judgment of the district court is affirmed, is on file in this office and will be transmitted upon request.

Very truly yours,

Charles W. Cahill, Clerk

cc – Miss Anna Knoll
Mrs. Rose Keller
Collins Hughes Martin Pringle & Schell
Adams Jones Robinson & Manka
Mr. Richard B. Altman

APPENDIX O

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

No. W-3239

ANNA KNOLL and ROSE KELLER, *Plaintiffs*,

vs.

ALEX KNOLL, Josephine Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Mary Bittel, Adolph Knoll, Stephanie Knoll, Margaret Sluga, Casey Jones, Mobil Oil Company, *Defendants*.

Partial Transcript of Proceedings Had August 28, 1964

Appearances:

HON. WESLEY E. BROWN, Judge presiding.

ANNA KNOLL,
Appearing pro se.

COLLINS, HUGHES, MARTIN,
PRINGLE & SCHELL,
by
Mr. TOM C. TRIPLETT,
Wichita Plaza Building
Wichita, Kansas
Appearing for various
defendants.

NED C. KING, C. S. R.
Post Office Box 205
Wichita, Kansas
Official Reporter

2 BE IT REMEMBERED, that on this 28th day of August, A.D., 1964, the above matter coming on for hearing on Motion to Dismiss before the Honorable

Wesley E. Brown, Judge of the United States District Court for the District of Kansas, the parties appearing in person and/or by counsel as hereinafter set forth, the following proceedings, among others, are had:

(Reporter's Note: A statement is made by Mr. Triplett, which is not transcribed herein.)

The Court: All right. You are Mrs. Knoll?

Miss Knoll: Miss Knoll.

The Court: Miss Knoll, very well. Is there anything in addition to what you alleged in the answer of Rose Keller and the answer of Anna Knoll that you want to tell the Court, in addition to this?

I will read these matters, Miss Knoll.

Miss Knoll: Yes. I have full details about not knowing what happened in this case in my complaint.

The Court: Miss Knoll, the only issue before me now is whether or not really I have jurisdiction. If I don't have jurisdiction, any judgment that I would render would be of no value, anyway. And their motion to dismiss is based on four grounds.

Now, I take it you are not a lawyer.

Miss Knoll: That is right.

The Court: So that the Court will have to look at this. The question I am asking you is: Are there any other facts, other than those contained in a document designated Anna Knoll's Answer to Defendant's Motion to Dismiss and Rose Keller's Answer to Defendant's Motion to Dismiss, with respect to the issue before me on the motion to dismiss?

Miss Knoll: I think not.

The Court: Which you wish to give to the Court?

Miss Knoll: I think, sir, I have given fairly, a fairly complete account of this in my answer.

The Court: Now may I ask you, Miss Knoll, further, so that in reading these I will be sure of my ground: Is it

your representation that all the facts contained in the two documents which I have just mentioned, Anna Knoll's Answer to Defendant's Motion to Dismiss and Rose Keller's Answer to the motion to dismiss, are sufficient information for this Court to make its determination as to whether or not it has jurisdiction of this matter?

And you understand what I mean when I say "jurisdiction"?

• • • • • • • • • • •

Do you have anything else you want to tell me, Miss Knoll?

Miss Knoll: I am just not a lawyer, so everything that I say is probably wrong.

The Court: Well, I am not going to interpret it wrong, Miss Knoll. I am going to try to interpret it on the basis of what is just and equitable, but I think there is one thing you should know, and this applies to all litigation: That is, that courts only can deal with the subject at hand at the time they are dealing with it. That courts are given, and particularly federal courts, are courts of limited jurisdiction. We only have the jurisdiction which is conferred upon us by Congressional action. And we can only dispose of those matters over which we have jurisdiction.

This challenges jurisdiction. Now, there isn't anything elseI can tell you except that I will look at it and you are here—

Miss Knoll: There is only one other point that I wish to make.

The Court: All right.

Miss Knoll: And I feel that I was deprived of my inheritance without due process of law.

The Court: All right.

Miss Knoll: And that was the Fourteenth Amendment.

The Court: Fine, we will take that into consideration. Anything else?

Mr. Triplett: No, Your Honor.

The Court: All right. We will take it under advisement.

12 CERTIFICATE

STATE OF KANSAS
COUNTY OF SEDGWICK } ss.

I, NED C. KING, a Certified Shorthand Reporter in and for the State of Kansas, and Official Reporter for the United States District Court for the District of Kansas, hereby certify that I was present and reported in shorthand the proceedings had on August 28th, 1964, before the Honorable Wesley E. Brown, Judge of the United States District Court for the District of Kansas, in the proceedings in re: Anna Knoll and Rose Keller v. Alex Knoll, et al., Case No. W-3239 in said Court.

I further certify that I have since transcribed or had transcribed under my direction and supervision a portion of my notes so taken as aforesaid in said case on said date, and I further certify to the correctness of the foregoing partial transcript of the record it purports to cover in the proceedings had on said date.

WITNESS my hand on this 2nd day of April 1965.

Ned C. King

Ned C. King, C. S. R.
Post Office Box 205
Wichita, Kansas
Official Court Reporter

APPENDIX P

NED C. KING, CSR
PLAZA 5-1954, VALLEY CENTER
GEORGE H. SCHULZ, CSR
ATWATER 9-4227, NEWTON

Associates:
MARY C. ROY, CSR
MURRAY 3-2202, WICHITA
THURMAN J. MOODY, CSR
FAIRVIEW 2-1892, WICHITA

April 2, 1965

Miss Anna Knoll
1500 Mass. Avenue, N. W.
Apartment 603
Washington 5, D. C.

Re: Anna Knoll and Rose Keller vs. Alex Knoll, et al., W-3239, U. S. District Court, District of Kansas

Dear Miss Knoll:

I am enclosing copy of transcript of proceedings had August 28, 1964, ordered over the telephone a few days ago by Mrs. Rose Keller.

I am also today filing with the Clerk, Mr. Cahill, the original copy of this transcript.

The charge for both the original which I am filing with the Clerk and the copy being mailed to you is the sum of $11.40.

I am mailing a copy of this letter to Mrs. Rose Keller, Route 1, Box 89, Zion, Illinois as of this date.

Thanking you, I am

Very truly yours,

Ned C. King

Ned C. King, Official Reporter

APPENDIX Q

UNITED STATES DISTRICT COURT
OFFICE OF THE CLERK
DISTRICT OF KANSAS

CHARLES W. CAHILL
CLERK

Wichita, Kansas
April 5, 1965

Mr. Robert B. Cartwright, Clerk
United States Court of Appeals
Post Office Building
Denver, Colorado

Re: Anna Knoll, et al. v. Alex Knoll, et al. Civ. No. W-3239.

Dear Mr. Cartwright:

As directed by the order of this court, attached, we are enclosing, with Clerk's Certificate, the original partial transcript of proceedings had in the above case on August 28, 1964, as supplement to the record on appeal forwarded to you on March 25, 1965.

Very truly yours

Charles W. Cahill, Clerk

cc – Miss Anna Knoll
Mrs. Rose Keller
Collins Hughes Martin Pringle & Schell
Adams Jones Robinson & Manka
Mr. Richard B. Altman

APPENDIX R

Mobil Oil Company

A Division of Socony Mobil Oil Company, Inc.

P. O. BOX 900, DALLAS, TEXAS 75221

February 17, 1964

Miss Anna Knoll
1500 Massachusetts Ave., N. W.
Apartment 603
Washington 5, D. C.

6.20 - MJK - KNOLL LEASES
676223 - E/2 NE/4
676224 - SE/4
676225 - W/2 NE/4
ALL IN SECTION 10, T10S-R25W
GRAHAM COUNTY, KANSAS

Dear Miss Knoll:

In response to your long distance telephone request of this date, we advise that our records indicate first oil was run for our account from the subject leases as follows:

E/2 NE/4 - September 13, 1959
SE/4 - January 30, 1958
W/2 NE/4 - November 14, 1957

The files reflect you are entitled to proceeds for 1/32 of 1/8 royalty interest under the entire E/2 of Section 10, which amount to $509.79, $3,457.47 and $1,767.53 respectively, covering purchases through January 31, 1964.

Dates division orders were approved for payments are:

Alex Knoll)	May 11, 1960
Joe Knoll) Wendelin Knoll) Adam Knoll) Adolph Knoll)	June 8, 1960
Mary Bittel)	October 21, 1963
Margaret Sluga)	December 3, 1963.

Yours very truly,

R. B. LLOYD, Supervisor
Crude Oil Purchases and
Sales Accounting Section

BY: M. J. Krug

MJK:mw

APPENDIX S

Filed Feb. 18, 1965

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

Civil Action No. W-3363

SOCONY MOBIL OIL COMPANY, INC., a corporation, *Plaintiff*,

vs.

ANNA KNOLL; ROSE KELLER; ALEX KNOLL; JOSEPHINE KNOLL; JOE KNOLL; ADAM KNOLL; ADAM P. KNOLL; WENDELIN KNOLL; MARY BITTEL; ADOLPH KNOLL; ADOLPH C. KNOLL; STEPHANIE KNOLL; MARGARET SLUGA; HAROLD McCALL; HAROLD C. McCALL; EDWIN McCALL; EDWIN F. McCALL; HUGH FAULKNER, JR.; F. D. McCALL; CASEY JONES; ALBERT H. PRATT; VIRGIL PEMBLETON; GEORGE H. O'TOOLE; JOHN E. O'TOOLE; THEODORE GORE, ANDREW E. GORE and DAN J. KORNFELD, co-partners d/b/a EMPIRE DRILLING COMPANY; NATIONAL COOPERATIVE REFINERY ASSOCIATION, a corporation; L. W. MUIR; JOHN T. MUIR; RITA L. RAND, formerly Rita L. Gore, executrix of the estate of RALPH GORE, deceased, *Defendants*.

Complaint

1. This is a civil action of strict interpleader brought under authority of the provisions of 28 U.S.C.A. 1335. The value of the property in controversy in this action is Five Hundred Dollars or more as will hereinafter be more particularly explained. Jurisdiction herein is vested in this Court not only under the provisions of 28 U.S.C.A. 1335, but also as said statute is supplemented by the provisions of 28 U.S.C.A. 1397 and 2361, as well as Rule 22(2) of the Federal Rules of Civil Procedure.

2. Plaintiff, Socony Mobil Oil Company, Inc., hereinafter called "Socony Mobil", is a corporation organized and existing under the laws of the State of New York, having its principal place of business in that state, and authorized to do business in the State of Kansas as a foreign corporation, with an office at 300 North Broadway, Wichita, Kansas.

3. The citizenship and post office address of each of the respective defendants are as follows:

Anna Knoll is a citizen of the District of Columbia, with post office address 1500 Massachusetts Avenue, N. W., Washington, D. C.

Rose Keller is a citizen of the State of Illinois, with post office address West Thirty-third Street, Route One, Box 89, Zion, Illinois.

Alex Knoll and Josephine Knoll, husband and wife, are citizens of the State of Kansas, with post office address Morland, Kansas.

Joe Knoll is a citizen of the State of Kansas, with post office address 544 South Ninth Street, Salina, Kansas.

Adam Knoll is a citizen of the State of Kansas, with post office address Victoria, Kansas.

Adam P. Knoll is a citizen of the State of Kansas, with post office address Victoria, Kansas.

Wendelin Knoll is a citizen of the State of Kansas, with post office address Bunker Hill, Kansas.

Mary Bittel is a citizen of the State of Kansas, with post office address Rural Route Two, Great Bend, Kansas.

Adolph Knoll and Stephanie Knoll, husband and wife, are citizens of the State of Illinois, with post office address 2300 Ridgeland Avenue, Waukegan, Illinois.

Adolph C. Knoll and Stephanie Knoll, husband and wife, are citizens of the State of Illinois, with post office address 2300 Ridgeland Avenue, Waukegan, Illinois.

Margaret Sluga is a citizen of the State of Illinois, with post office address 1221 Washington Park, Waukegan, Illinois.

Harold McCall is a citizen of the State of Kansas, with post office address R.F.D. #1, Wakeeney, Kansas.

Harold C. McCall is a citizen of the State of Kansas, with post office address R.F.D. #1, Wakeeney, Kansas.

Edwin McCall is a citizen of the State of Kansas, with post office address R. F. D. #1, Wakeeney, Kansas.

Edwin F. McCall is a citizen of the State of Kansas, with post office address R. F. D. #1, Wakeeney, Kansas.

Hugh Faulkner, Jr. is a citizen of the State of Kansas, with post office address R.F.D. #2, Ogallah, Kansas.

F. D. McCall is a citizen of the State of Kansas, with post office R.F.D. #1, Wakeeney, Kansas.

Casey Jones is a citizen of the State of Kansas, with post office address Box 296, Hill City, Kansas.

Albert H. Pratt is a citizen of the State of Kansas, with post office address Hill City, Kansas.

Virgil Pembleton is a citizen of the State of Kansas, with post office address Box 818, Hill City, Kansas.

George H. O'Toole is a citizen of the State of Kansas, with post office address Collyer, Kansas.

John E. O'Toole is a citizen of the State of Kansas, with post office address Collyer, Kansas.

Theodore Gore is a citizen of the State of Kansas, with post office address 140 South Pershing Avenue, Wichita, Kansas.

Andrew E. Gore is a citizen of the State of Kansas, with post office address 140 South Pershing Avenue, Wichita, Kansas.

Dan J. Kornfeld is a citizen of the State of Kansas, with post office address 5102 Kings Row, Wichita, Kansas.

Theodore Gore, Andrew E. Gore and Dan J. Kornfeld are co-partners doing business as Empire Drilling Company, with offices in the Fourth National Bank Building, Wichita, Kansas.

National Cooperative Refinery Association is a Kansas corporation, with its principal place of business at McPherson, Kansas.

L. W. Muir is a citizen of the State of Kansas, with post office address 604 East Main, Norton, Kansas.

John T. Muir is a citizen of the State of Kansas, with post office address 610 North First, Norton, Kansas.

Rita L. Rand, formerly Rita L. Gore, executrix of the estate of Ralph Gore, deceased, is a citizen of the State of New York, with post office address 745 Fifth Avenue, New York 22, New York.

4. Plaintiff, "Socony Mobil", as the purchaser of the crude oil produced from the SE/4 of Section 10, Township 10 South, Range 25 West, Graham County, Kansas, has presently in its lawful possession a retained fund of $98,-964.24 covering the purchase price of such oil. That moneys accrue to said fund continuously on a month to month basis, by virtue of continuing purchases of said oil. That such fund has been retained and not paid or distributed by plaintiff to any of the parties which may be entitled thereto for the reason that there are existing adverse claims which must be determined before such proceeds, or any part thereof, may be distributed and paid to any party with safety by plaintiff.

5. That Theodore Gore, Andrew E. Gore and Dan J. Kornfeld, as co-partners d/b/a Empire Drilling Company, National Cooperative Refinery Association, a corporation, Rita L. Rand, formerly Rita L. Gore, as executrix of the estate of Ralph Gore, deceased, L. W. Muir and John T. Muir, as working interest holders, and Harold McCall or Harold C. McCall, Edwin McCall or Edwin F. McCall, Hugh Faulkner, Jr., F. D. McCall, Casey Jones, Albert H. Pratt, Virgil Pembleton, George H. O'Toole and John E. O'Toole, as overriding royalty holders, claim to own 7/8ths portion of such fund by reason of their alleged ownership of an oil and gas lease on and covering the SE/4 of said Section 10, and an overriding royalty created therein.

6. That Alex Knoll, Joe Knoll, Adam Knoll or Adam P. Knoll, Wendelin Knoll, Mary Bittel, Adolph Knoll or Adolph C. Knoll and Margaret Sluga contend that they are jointly the owners of 30/32 of 1/8th of such proceeds and fund aforementioned, as royalty interests accruing under valid oil and gas lease on all of the oil, gas and mineral interests in the SE/4 of said Section 10.

7. That Anna Knoll and Rose Keller each claim that they are respectively the owners of in excess of 1/32 of 1/8th of such proceeds and fund aforementioned.

8. By reason of the conflicting claims of said defendants as hereinbefore set forth, plaintiff herein, "Socony Mobil", is in great doubt as to who is entitled to the proceeds from said oil runs so suspended and withheld and under the circumstances as are narrated herein, is in great danger of being harassed, embarrassed and damaged by reason of such vexatious conflicting claims, and by reason thereof cannot with safety to itself make payment and distribution.

9. The total amount of such funds presently withheld from distribution and payment hereinabove referred to is

in the sum of $98,964.24, and plaintiff "Socony Mobil", under the circumstances narrated herein, has paid into the registry of this Court said sum of money so due said claimants to abide the judgment of this Court.

10. As evidenced by the foregoing paragraphs of this Complaint, there are at least two adverse claimants of diverse citizenship as defined by 28 U.S.C.A. 1332 who are claiming or may claim to be entitled to the subject matter of this controversy or to one or more of the benefits arising with respect to such fund as required by 28 U.S.C.A. 1335.

11. Such adverse claimants as hereinbefore described will, unless restrained therefrom, institute actions or prosecute pending proceedings involving the subject matter of this controversy in a state or United States Court affecting the property and res involved in this interpleader action.

WHEREFORE, plaintiff "Socony Mobil" respectfully demands:

(1) That each of the defendant parties to this action be required to interplead herein in connection with his or its respective right or claim to the subject matter in controversy and settle between themselves their respective rights to such fund and money so deposited with the Court herein and that plaintiff be discharged from all liability in the premises;

(2) That each of the defendants described herein parties to this action be restrained and enjoined from instituting or further prosecuting any action against this plaintiff involving the subject matter of this controversy and the fund and res paid into this Court until the further order of this Court, all as authorized by the provisions of 28 U.S.C.A. 2361; and

(3) Plaintiff recover its costs herein out of such fund, including a reasonable attorney's fee for services of its respective counsel rendered herein.

Ross Madole
Donald G. Canuteson
Richard B. Altman
P. O. Box 900
Dallas, Texas 75221

Adams, Jones, Robinson and Manka
503 Colorado-Derby Building
Wichita, Kansas 67202

By Mark H. Adams
Attorneys for Plaintiff

APPENDIX T

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

Civil Action No. W-3363

Socony Mobil Oil Company, Inc., a corporation, *Plaintiff*,

vs.

Anna Knoll, et al, *Defendants*.

Answer

Comes Now the defendant, National Cooperative Refinery Association, a corporation, and for its answer herein alleges and states that:

1. Each and every allegation of fact contained in the Complaint filed herein is admitted.

2. This defendant is entitled to 248/512 of 7/8 working interest in the oil and gas lease described in plaintiff's Complaint. A copy of the division order between plaintiff and this defendant is annexed hereto, marked Exhibit "A."

3. On March 20, 1959, Rose Keller, Anna Knoll, and Margaret Sluga filed Civil Action No. W-1811 in the United

States District Court for the District of Kansas against Alex Knoll. Neither this defendant nor any of the other holders of working interests in said oil and gas leases were made parties defendant. On August 22, 1959, said suit was dismissed with prejudice, upon a compromise and settlement of the controversy.

4. On July 24, 1964, Anna Knoll and Rose Keller filed a Complaint in Civil Action No. W-3239 in the United States District Court for the District of Kansas against Alex Knoll, Josephine Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Mary Bittel, Adolph Knoll, Stephanie Knoll, Margaret Sluga, Casey Jones, and Mobil Oil Company. Neither this defendant nor the other defendants who hold working interests in said leases were made parties to that action. On December 10, 1964, said action was dismissed for want of federal jurisdiction, and plaintiffs duly filed their notice of appeal.

5. This defendant is entitled to its proportionate share, as shown by the division order, of the moneys accumulated by plaintiff and for future moneys accumulated by plaintiff, unless Civil action No. W-3239 is expanded to include this defendant as a party defendant in that action.

WHEREFORE, this defendant demands:

1. That this defendant receive its proportionate share of the money paid into Court by plaintiff.

2. That the Court enter an order that all future moneys received by plaintiff be paid to this defendant in its proportionate share until further order of the Court.

3. This defendant have judgment for its costs herein.

Richard A. Loyd

Of JOCHEMS, SARGENT & BLAES
Attorneys for National Cooperative Refinery Association

FORM 372 - 8-9-57

DIVISION ORDER

TO: MOBIL CRUDE PURCHASING COMPANY, INC.
300 NORTH BROADWAY
WICHITA 2, KANSAS

Effective 7:00 A.M. January 30, 1958

The undersigned guarantee and warrant that they are the legal owners of the hereinafter described interests in the crude oil produced from the 34990 - Knoll "A" lease, described as:

The Southeast Quarter (SE/4) of Section Ten (10), Township Ten (10) South, Range Twenty-five (25) West,

in Graham County, State of Kansas, and until further notice by the undersigned, their executors, administrators, successors and/or assigns you are authorized to receive oil therefrom and purchase same under the following terms and conditions:

OWNERSHIP

CREDIT TO	DIVISION OF INTEREST	POST OFFICE ADDRESS (GIVE BOX NUMBER OR STREET ADDRESS AND ZONE NUMBER)
Empire Drilling Company, a partnership	124/512 of 7/8 W. I.	650 Fourth Nat'l. Bk. Bldg. Wichita 2, Kansas
National Cooperative Refinery Association	248/512 of 7/8 W. I.	Box 770 McPherson, Kansas
L. W. Muir	62/512 of 7/8 W. I.	604 East Main Norton, Kansas
John T. Muir	62/512 of 7/8 W. I.	610 North First Norton, Kansas

TERMS AND CONDITIONS

1. Quantities are to be computed using regularly compiled tank tables, any oil owner to have on request the privilege of witnessing gauge tickets. Quantity shall be adjusted for temperature and impurities deducted according to your local field rules in force at the time, and oil may be steamed when necessary to render it merchantable.

2. Satisfactory abstracts and other evidence of title will be furnished you on request at any future time. In the event of failure to so furnish such evidence of title, or in the event of a dispute at any time concerning ownership, the proceeds of any oil run hereunder may be held without interest, until such dispute, defect or question of title is correct or removed to your satisfaction, or until satisfactory indemnity has been furnished you. Each of the undersigned further agrees to notify you of any suit or action filed in any court affecting title to his interest.

3. Unless stipulated in writing otherwise, oil received under this division order shall become your property when delivered to the pipe line or other facilities designated by you, and shall be paid for to the interest owners as shown above at the price posted by Mobil Crude Purchasing Company, Inc. for oil of like grade and kind in the particular field and on the day in which it is received into your custody. Settlement shall be made monthly by mailing or delivering to each owner herein specified, their heirs, successors, assigns, or legal representatives on or before the 16th of each month a bank check or draft for the amount due on account of oil so purchased during the preceeding month.

4. You are not expected to receive oil in definite quantities nor for fixed periods nor to provide storage on the credit balance plan or otherwise except as and when elsewhere agreed in writing.

5. Sellers severally agree to notify you of any change of their ownership; it being understood that any assignee or vendee of the production from the property shall take same subject to terms hereof. You are hereby relieved of any responsibility for determining when any of the above interests shall be assigned, or shall increase, diminish, be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interest, or as a result of the increase or decrease in production, and you are hereby authorized to continue to remit, pursuant to the above division of interest, until you receive notice in writing to the contrary by mail. You shall be held harmless in the event said written notice is not received and are hereby relieved of any responsibility for loss arising out of any over-payment as a result of the failure to receive said written notice.

6. When a pipe line is not directly available to the property and handling by truck is necessary, trucking costs involved may be deducted from the proceeds accruing from the oil owned and sold by each interest owner.

7. The undersigned operators and/or owners warrant that all oil delivered hereunder will be produced in accordance with all applicable laws and/or official rules and regulations.

8. Each of the undersigned hereby authorizes you to deduct and make payment of any and all production and other taxes imposed by any governmental agency upon the respective interests of the undersigned in the crude oil produced and purchased from the above described land.

9. This Division Order, which may be executed in counterparts, shall be binding upon each of the undersigned as soon as signed by him or her, regardless of whether or not same is signed by any of the other above named persons, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the undersigned.

WITNESS:

OWNERS' SIGNATURES:

x Hazel Pierson

x Virgil Pierson

EMPIRE DRILLING COMPANY, A PARTNERSHIP

By: Thurman Sue

By: Wm D Langford

ATTEST:

L. V. Taylor
Asst. SECRETARY

NATIONAL COOPERATIVE REFINERY ASSOCIATION

By: Ralph Booker
Executive Vice PRESIDENT

x Claudia R. Bridges

x Claudia R. Bridges

x L. W. Muir
L. W. Muir

x John T. Muir
John T. Muir

APPENDIX U

ROBERT R. FREEMAN
ATTORNEY AT LAW
821 UNION NATIONAL BUILDING
WICHITA, KANSAS 67202
AREA CODE 316 FORREST 3-2226

September 14, 1965

Miss Anna Knoll
1500 Massachusetts Ave. NW
Apartment 605
Washington, D.C. 20005

Dear Miss Knoll:

Enclosed are copies of the Answers filed on behalf of Empire Drilling Company and others in Cases No. W-3362 and W-3363.

I regret that these Answers were not received by you when filed, and trust that there is nothing therein to which you can take exception for the reason that the entire title and claim of my client's is based upon the public records.

Very truly yours,

Robert R. Freeman

RRF/jr

Enclosures

CC: Mrs. Rose Keller
(with enclosures)

APPENDIX U

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CIVIL ACTION No. W-3362

SOCONY MOBIL OIL COMPANY, INC., a corporation, *Plaintiff*,

vs.

ANNA KNOLL, ET AL, *Defendants*.

Answer of Defendants Theodore Gore, Andrew E. Gore and Dan J. Kornfeld, Co-Partners d/b/a Empire Drilling Company, and Rita L. Rand, Formerly Rita L. Gore, Executrix of the Estate of Ralph Gore, Deceased

COME Now defendants Theodore Gore, Andrew E. Gore and Dan J. Kornfeld, co-partners d/b/a Empire Drilling Company, and Rita L. Rand, formerly Rita L. Gore, executrix of the estate of Ralph Gore, deceased, and for their answer to plaintiff's complaint filed herein, allege and state:

1. That they admit each and all of the allegations of fact contained in said complaint.

2. That by way of further answer to said complaint, these defendants allege:

(a) That Rosa Knoll died intestate on December 13, 1941, vested with the fee title to the

> East Half (E/2) of Section 10, Township 10 South, Range 25 West of the 6th P.M., Graham County, Kansas;

that thereafter and on or about August 4, 1942 Anna Knoll, Rose Keller and all of the other heirs-at-law of Rosa Knoll, and their respective spouses, quitclaimed, for valuable consideration, the East Half (E/2) of said Section 10 to Adolph Knoll, which quitclaim deed was thereafter recorded on the 17th day of November, 1942, in Book 62, at Pages 290-291 of the Deed Records of Graham County, Kansas, and by reference to such recording made a part

hereof; that thereafter and under date of February 21, 1951 Adolph Knoll, a/k/a Adolph C. Knoll, and Stephanie D. Knoll, his wife, for a valuable consideration, executed and delivered to Alex Knoll a warranty deed covering the Northeast Quarter (NE/4) of said Section 10, which warranty deed was thereafter recorded on August 2, 1951 in Book 70 of Deeds, Page 102 of the Graham County, Kansas records, and by reference to such recording, is made a part hereof.

(b) That thereafter and on June 29, 1951 Alex Knoll (the then *fee title owner*) and Josephine Knoll, his wife, as lessors, for valuable consideration, made, executed, acknowledged and delivered to Casey Jones, as lessee, an oil and gas lease on and covering the Northeast Quarter (NE/4) of said Section 10, which lease was thereafter filed for record on July 10, 1951, and recorded in Book 44 of O. & G., Page 142 of the Graham County, Kansas records. That a true and correct copy of said oil and gas lease is attached hereto, marked Exhibit "A", and made a part hereof. That in the acquisition of such oil and gas lease Casey Jones, as the lessee therein, was an innocent purchaser for value, without notice of any adverse claim to the title of Alex Knoll to the land covered thereby.

(c) That by mesne assignments:

(1) Dated July 10, 1951, recorded in Book 41 of O. & G., Page 560 of the Graham County records from Casey Jones to J. A. Terteling & Sons, as to all of the interest in such lease;

(2) January 25, 1957 from J. A. Terteling & Sons to Terteling Land Company, recorded in Book 63 of O. & G., Page 123, as to all of the interest in such lease;

(3) Corrected assignment dated December 9, 1957 from Terteling Land Company to Empire Drilling Company and National Cooperative Refinery Association, in equal shares, recorded in Book 66 of O. & G., Pages 425-426 of the Graham County, Kansas records, assigning such lease, insofar as it covers the W/2 of

the NE/4 of said Section 10, subject to assignor's reservation of an overriding royalty of 1/16 of 7/8 of all oil, gas and casinghead gas produced, saved and marketed from the W/2 NE/4 of said Section 10.

(4) November 22, 1957 from Empire Drilling Company to Ralph Gore, recorded in Book 65 of O. & G., Page 7 of the Graham County, Kansas records, with respect to a 1/6 interest in said lease, insofar as it covered the W/2 NE/4 of said Section 10, such assigned interest being subject to its' proportionate part of an overriding royalty of 1/16 of 7/8 of all oil, gas and casinghead gas. This 1/6 interest has under the Will of Ralph Gore, now deceased, passed to and vested in his wife, Rita L. Gore, who has remarried and is now of the name, Rita L. Rand.

(d) That as innocent purchasers, for value, without notice of any adverse claims on the part of Anna Knoll, Rose Keller, or any other person, Empire Drilling Company, Ralph Gore, and National Cooperative Refinery Association assumed the financial risks with respect to the drilling and completion for production of a well which was completed for the production of oil in commercial quantities on the W/2 NE/4 of said Section 10 on or about November 2, 1957, and promptly thereafter and on November 22, 1957, in compliance with the General Statutes of Kansas, 1949, Section 55-205, filed Affidavit of Production in Book 66 of O. & G., Page 359 of the Graham County, Kansas records; that by reason of such production of oil in paying quantities from said lands, which has been continuous from the date of the Completion of the first well thereon, said oil and gas lease, Exhibit "A" hereto, being recorded in Book 44 at Page 142 of the Graham County, Kansas records, has been and is perpetuated by such production.

(e) That said lease on the W/2 NE/4 of said Section 10 was thereafter completely developed by the drilling, equipping and placing on production of three additional

oil wells, their completion dates being respectively February 10, 1959, March 25, 1959, and June 26, 1960; that such drilling, testing and completing of wells on such property required expenditures of answering defendants of approximately $116,636.04.

(f) That the development of said lands for the production of oil was necessary to avoid uncompensated drainage therefrom and to comply with the implied covenants in said oil and gas lease thereon; that at all times since the commencement of the operations for the drilling of a test well for oil on said property resulting in production as aforementioned, Empire Drilling Company has by agreement with the owners of other working interests in said oil and gas lease, insofar as it covers the W/2 NE/4 of said Section 10, acted and is presently acting as operator thereof; that the services which it has performed and is performing as operator are necessary and essential to the prevention of waste and drainage of oil therefrom; that the operations so conducted by said operator on said premises have in all respects been conducted prudently and in the best practices in effect by operators in the oil and gas industry in the area involved.

(g) That upon production of oil from said land having been procured as above stated, in compliance with the implied obligation on the oil and gas lease working interest holders, they have marketed such oil to Socony Mobil Oil Company, Inc., and the proceeds from such production to which these answering defendants were entitled prior to July 1, 1964 were properly distributed and paid; that the fund involved in this action relates to proceeds from production subsequent to July 1, 1964, as well as undistributed suspense funds held for Anna Knoll and Rose Keller.

(h) That thereafter on March 20, 1959 Rose Keller, Anna Knoll and Margaret Sluga filed Civil Action No. W-1811 in the United States District Court for the District of Kansas against Alex Knoll, contending that his title to

the E/2 of said Section 10 was held in trust for the benefit and use of said plaintiffs and other heirs of their mother's estate; that in said action there was no complaint or challenge of the acts of Alex Knoll and his wife, Josephine Knoll, in their making, execution, acknowledgment and sale of the oil and gas leases to Casey Jones, and in particular to said lease attached hereto as Exhibit "A": that thereafter under date of August 22, 1959, agreement was entered into by all of the heirs of Rosa Knoll, deceased, compromising and settling the controversy as to the title to the E/2 of said Section 10 in which there is recitation as a fact that,

> "the Southeast Quarter (SE/4) of the above described property is subject to an oil and gas lease from Second Parties (Alex Knoll and Josephine Knoll) to Casey Jones, dated July 16, 1954, and filed November 19, 1954, in Book 56 of O. & G., at Page 21, in the office of the Register of Deeds in and for Graham County, Kansas, and an oil and gas lease covering the Northeast Quarter (NE/4) of Section 10, Township 10 South, Range 25 West, Graham County, Kansas, from Second Parties (Alex Knoll and Josephine Knoll) to Casey Jones, dated June 29, 1951 and filed July 10, 1951, in Book 44 of O. & G., at Page 142, in the office of the Register of Deeds in and for Graham County, Kansas";

that the consideration specified in such agreement for such settlement was the execution, acknowledgment and delivery by Alex Knoll and Josephine Knoll, his wife, of conveyances to the other heirs-at-law of Rosa Knoll, deceased, of an assignment of 1/4 of 1/8 oil and gas royalty (accruing under the existing oil and gas leases referred to in such agreement), with respect to said lands, constituting 1/250 interest in 8/8 of the oil and gas production to each of said parties, effective at 7:00 A.M., August 1, 1959; that such conveyances of such royalty required by such agreement were so made as follows:

> Covering the NE/4 of said Section 10, dated July 23, 1959, and recorded July 28, 1959 in Book 72 at Page 166 of Leases in the office of the Register of Deeds of Graham County, Kansas, and

Covering the SE/4 of said Section 10, dated July 23, 1959, and recorded July 28, 1959, in Book 72 at Page 165 of Leases in the office of the Register of Deeds of Graham County, Kansas;

that pursuant to the agreement of such parties, on August 31, 1959, the Court found that the parties to such action had "amicably settled their differences by virtue of an agreement whereby the defendant conveyed a 1/32 of his royalty interest in the oil and gas leases presently in effect . . . to each of his brothers and sisters, including Joe Knoll, Adam Knoll, Adolph Knoll, Wendelin Knoll, Mary Bittel, Anna Knoll, Margaret Sluga and Rose Keller, the latter three being the Plaintiffs . . ." and entered order dismissing the suit, with prejudice.

(i) That thereafter under date of July 24, 1964, Anna Knoll and Rose Keller filed their complaint in Civil Action No. W-3239 in the United States District Court for the District of Kansas against Alex Knoll, Josephine Knoll, Joe Knoll, Adam Knoll, Wendelin Knoll, Mary Bittel, Adolph Knoll, Stephanie Knoll, Margaret Sluga, Casey Jones and Mobil Oil Company, in which they generally challenge the title of the defendants and seek a determination of the interests of all of the parties to the action in the E/2 of Section 10, Township 10 South, Range 25 West of the 6th P.M., Graham County, Kansas; that these answering defendants were not made parties to that action; that under date of December 10, 1964, such action was dismissed for want of federal jurisdiction.

(j) That defendants Anna Knoll and Rose Keller are guilty of laches if by their acts and conduct they intend to challenge the rights of answering defendants with respect to the oil and gas lease insofar as it covers the W/2 NE/4 of said Section 10.

WHEREFORE, and by reason of the foregoing, answering defendants pray that the Court find and determine:

1. That Anna Knoll and Rose Keller are guilty of laches if by their acts and conduct they intend to challenge the

rights of answering defendants with respect to the oil and gas lease covering the W/2 NE/4 of said Section 10;

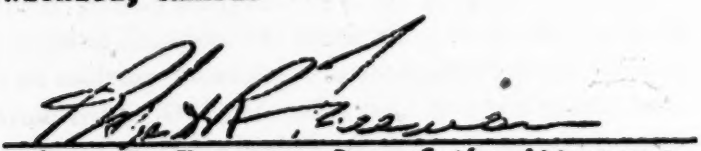
2. That the respective interests of the answering defendants, and the title thereto, in oil and gas lease recorded in Book 44 O. & G., Page 142 of the Graham County, Kansas records, insofar as it covers the W/2 NE/4 of Section 10, Township 10 South, Range 25 West of the 6th P.M., Graham County, Kansas, as set forth in this answer be, and in them quieted as against all of the parties to this action;

3. That this Court permanently enjoin each and all of the parties to this action from any future challenges to the validity of these answering defendant's title in said oil and gas lease above described;

4. That these answering defendants be determined and declared to be entitled to their respective proportions of the fund herein created by proceeds from oil produced and sold from the W/2 NE/4 of said Section 10;

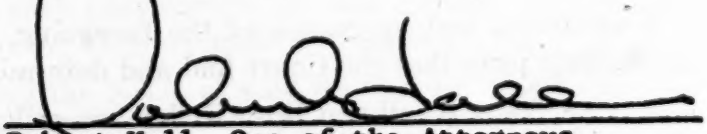
5. That these answering defendants have their costs and such other relief as they may be entitled.

ROBERT R. FREEMAN, Attorney At Law
821 Union National Building
Wichita, Kansas



Robert R. Freeman, One of the Attorneys
for Answering Defendants

ROBERT HALL, Attorney At Law
120 Building
Wichita, Kansas



Robert Hall, One of the Attorneys
for Answering Defendants

APPENDIX U

Form 88-- (Producers) 2-48 **B+** **OIL AND GAS LEASE** #405

KANSAS PUBLISHING CO.

AGREEMENT, Made and entered into this 29th day of June, 19 51, by and between

Alex Knoll and his wife, Josephine Knoll

Party of the first part, hereinafter called lessor (whether one or more) and

Casey Jones Part Y of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ----One and no/100----- DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land together with any reversionary rights therein, situated in the County of Graham State of Kansas, described as follows, to wit:

The Northeast Quarter

of Section 10 Township 10 S Range 25 W and containing 160 acres more or less.

It is agreed that this lease shall remain in full force for a term of ten years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty ⅛ of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty ⅛ of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty ⅛ of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

If operations for the drilling of a well be not commenced on said land on or before June 29th, 19 52, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The Citizens State Bank at Morland, Kansas, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of --------One hundred sixty-------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders of rental may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence operations to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease is now or may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

Whereof witness our hands as of the day and year first above written.

Witness to the mark:

Alex Knoll (SEAL)

Josephine Knoll (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

85a

STATE OF Kansas
COUNTY OF Greeley } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 29th day of June, 1951, personally appeared Alex Knoll and his wife, Josephine Knoll

to me personally known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires Dec. 11, 1952

Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this
day of , 19 , personally appeared
and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this day of , 19 , before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came
, president of
a corporation of the State of , personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires

Notary Public

KN-11

OIL AND GAS LEASE

FROM Alex Knoll et ux

TO Casey Stroud

Date , 19
Section Twp Rge
No. of Acres INDIRECT
NUMERICAL
Original Company
with corp

STATE OF Kansas } ss:
County of Graham

This instrument was filed for record on the 10 day of July, 19 51 at 3:45 o'clock P M., and duly recorded in Book 141 Page 312 of the records of this office.

Register of Deeds.

By

When recorded, return to

THE KANSAS BLUE PRINT CO.
141 NORTH MARKET ST. WICHITA, KANSAS
PHOTOSTAT SERVICE BLUE-PRINTS OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this
day of , 19 , personally appeared
and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

Notary Public

APPENDIX V

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

Consolidated Civil Actions
Nos. W-3361, W-3362 and W-3363

SOCONY MOBIL OIL COMPANY, INC., a Corporation, *Plaintiff*

vs.

ANNA KNOLL, ET AL., *Defendants*

Affidavit in Regard to Violation of Constitutional Rights of Anna Knoll and Rose Keller

A notice dated February 21, 1966 was sent airmail by the Clerk of the United States District Court for the District of Kansas, to Anna Knoll in Washington, D. C. so she would receive it just before the hearing to be held on February 25, 1966 on the motion of Rose Keller that Judge Wesley E. Brown disqualify himself in the above cases.

Anna Knoll, the undersigned, was not served answering briefs 24 hours before the hearing as required by the rules of the Court for the United States District Court for the District of Kansas.

Anna Knoll, the undersigned, states that Judge Wesley E. Brown has already prejudged the above entitled cases in favor of Socony Mobil, Casey Jones, Empire Drilling Company, National Cooperative Refinery Association, etc. Anna Knoll's statements regarding Judge Wesley E. Brown's prejudice against her and Rose Keller are on file in the above cases.

It is unconstitutional for Judge Wesley E. Brown to give away the inheritance of Anna Knoll, the undersigned, and the inheritance of Rose Keller, as he intends to do in the above entitled cases.

On February 28, 1966 a copy of this affidavit was sent postage prepaid to each of the following:

Mr. Richard A. Loyd
Jochems, Sargent
& Blaes
Attorneys at Law
500 Farmers &
Bankers Bldg.
Wichita, Kansas

Mr. Mark Adams II
Adams, Jones, Robinson
& Manka
Colorado-Derby Bldg.
Wichita, Kansas

Mrs. Rose Keller
Route 1, Box 89
West 33rd Street
Zion, Illinois

Collins, Hughes, Martin,
Pringle & Schell
Attorneys at Law
1400 Wichita Plaza
Wichita, Kansas

Mr. Robert R. Freeman
Attorney at Law
Union National Bldg.
Wichita, Kansas

ANNA KNOLL,
Anna Knoll—*pro se*
1500 Massachusetts Ave., N.W.
Washington, D. C. 20005

SUBSCRIBED AND SWORN to before me this 28 day of February 1966.

(SEAL)

OLIVER H. WHIPP
825 15th St., N.W.

My Commission Expires July 31, 1970